215484



March 2, 2009 Filed Electronically

Suite 300

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL

32790-0200

Tel: 407-740-8575

Fax: 407-740-0613

tmi@tminc.com

2600 Maitland Center Pkwy. Mr. Charles L.A. Terreni, Chief Clerk

Public Service Commission of South Carolina Synergy Business Park - Saluda Building 101 Executive Center Dr., Suite 100

Columbia, SC 29210

RE: Certificate of Authority and Name Change for:

Verizon Enterprise Solutions LLC f/k/a NYNEX Long Distance Company

d/b/a Verizon Enterprise Solutions

Dear Mr. Terreni:

Enclosed for filing please find an original and two (2) copies of a replacement tariff filed on behalf of Verizon Enterprise Solutions LLC ("the Company"). The Company respectfully requests expedited treatment and requests an effective date of March 25, 2009.

NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions filed an Application for Certificate of Authority for a Foreign Limited Liability Company with the State of South Carolina Secretary of State on December 15, 2008. The application has been acknowledged and an Application for a Certificate of Authority by a Foreign Limited Liability Company was issued by the Secretary of State on December 18, 2008. The name change has also been acknowledged and NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions will now be known as Verizon Enterprise Solutions LLC.

Enclosed for your convenience are the forms that have been filed with the State of South Carolina Secretary of State.

This name change does not affect the rates, terms or conditions of services currently provided to the Company's customers; accordingly no changes have been made to the tariff's rates, terms or conditions of service. No changes have been made to the tariff except to reflect the Company's new name and to make all pages original.

The following replacement tariff is included with this filing:

This tariff, Verizon Enterprise Solutions LLC, SC PSC Tariff No. 3, replaces in its entirety NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions SC PSC Tariff No. 2, currently on file with the Commission.

Mr. Charles L.A. Terreni, Chief Clerk Public Service Commission of South Carolina March 2, 2009 Page 2

Any questions regarding this filing may be directed to my attention at (407) 740-8575 or via email at <a href="mailto:cwightman@tminc.com">cwightman@tminc.com</a>.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Thank you for your assistance.

Sincerely,

Connie Wightman

C.M. Digo

Consultant

cc: Cheryl Powers

File: VES – SC – Transmittal Letter and Title Page Only

TMS: SCo0901 Name Change

VLD: N09-19

This tariff, Verizon Enterprise Solutions LLC, South Carolina P.S.C. Tariff No. 4, replaces in its entirety NYNEX Long Distance Company d/b/a Verizon Enterprise Solutions South Carolina P.S.C. Tariff No. 3, currently on file with the Commission.

# VERIZON ENTERPRISE SOLUTIONS LLC RESALE INTRASTATE TELECOMMUNICATIONS SERVICE TARIFF

#### **CHECK SHEET**

Pages inclusive of this tariff are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

REVISION		PAGE	REVISION		PAGE	REVISION	
Original	*	26		*			*
Original	*	27	_	*	52	-	*
Original	*	28	•	*		_	*
Original	*	29	Original	*	54	_	*
Original	*	30	Original	*	55	-	*
Original	*	31	Original	*	56	•	*
Original	*	32	Original	*	57		*
Original	*	33	Original	*	58		*
Original	*	34	Original	*	59	•	*
Original	*	35	Original	*	60		*
Original	*	36	Original	*	61	Original	*
Original	*	37	Original	*	62	Original	*
Original	*	38	Original	*	63	Original	*
Original	*	39	Original	*	64	Original	*
Original	*	40	Original	*	65	Original	*
Original	*	41	Original	*	66	Original	*
Original	*	42	Original	*	67	Original	*
Original	*	43	Original	*	68	Original	*
Original	*	44	Original	*	69	Original	*
Original	*	45	Original	*	70	Original	*
Original	*	46	Original	*	71	Original	*
Original	*	47	Original	*	72	Original	*
Original	*	48	Original	*	73	Original	*
Original	*	49	Original	*	74	Original	*
Original	*	50	Original	*	75	Original	*
Original	*					-	
	Original	Original *	Original       *       26         Original       *       27         Original       *       28         Original       *       29         Original       *       30         Original       *       31         Original       *       32         Original       *       33         Original       *       34         Original       *       35         Original       *       36         Original       *       37         Original       *       38         Original       *       39         Original       *       40         Original       *       40         Original       *       42         Original       *       42         Original       *       43         Original       *       44         Original       *       45         Original       *       46         Original       *       47         Original       *       48         Original       *       49         Original       *       49 <t< td=""><td>Original * 26 Original Original Original * 27 Original Original Original * 28 Original Original Original * 29 Original Original Original * 30 Original Original Original * 31 Original Original Original * 32 Original Original Original * 33 Original Original Original * 34 Original Original Original * 35 Original Original Original * 36 Original Original Original * 37 Original Original Original * 38 Original Original Original * 39 Original Original Original * 40 Original Original Original * 41 Original Original Original * 42 Original Original Original * 43 Original Original Original * 44 Original Original Original * 45 Original Original Original * 46 Original Original Original * 47 Original Original Original * 48 Original Original Original * 48 Original Original Original * 49 Original Original Original * 49 Original Original Original * 49 Original Original * 50 Original</td><td>Original * 26 Original * Original * 27 Original * Original * 28 Original * Original * 29 Original * Original * 30 Original * Original * 31 Original * Original * 32 Original * Original * 33 Original * Original * 34 Original * Original * 35 Original * Original * 36 Original * Original * 37 Original * Original * 38 Original * Original * 39 Original * Original * 39 Original * Original * 40 Original * Original * 41 Original * Original * 42 Original * Original * 43 Original * Original * 44 Original * Original * 45 Original * Original * 46 Original * Original * 47 Original * Original * 48 Original * Original * Original * 47 Original * Original *</td><td>Original         * 26         Original         * 51           Original         * 27         Original         * 52           Original         * 28         Original         * 53           Original         * 29         Original         * 54           Original         * 30         Original         * 55           Original         * 31         Original         * 56           Original         * 32         Original         * 57           Original         * 33         Original         * 58           Original         * 34         Original         * 59           Original         * 34         Original         * 59           Original         * 35         Original         * 60           Original         * 36         Original         * 61           Original         * 36         Original         * 62           Original         * 37         Original         * 63           Original         * 38         Original         * 63           Original         * 39         Original         * 64           Original         * 40         Original         * 65           Original         * 41         Original</td><td>Original * 26 Original * 51 Original Original * 27 Original * 52 Original Original * 28 Original * 53 Original Original * 29 Original * 54 Original Original * 30 Original * 55 Original Original * 31 Original * 56 Original Original * 32 Original * 57 Original Original * 33 Original * 58 Original Original * 33 Original * 58 Original Original * 34 Original * 59 Original Original * 35 Original * 59 Original Original * 36 Original * 60 Original Original * 37 Original * 61 Original Original * 38 Original * 61 Original Original * 38 Original * 62 Original Original * 38 Original * 63 Original Original * 39 Original * 64 Original Original * 39 Original * 65 Original Original * 40 Original * 65 Original Original * 41 Original * 66 Original Original * 41 Original * 67 Original Original * 42 Original * 68 Original Original * 43 Original * 68 Original Original * 44 Original * 68 Original Original * 45 Original * 69 Original Original * 45 Original * 70 Original Original * 46 Original * 70 Original Original * 47 Original * 71 Original Original * 48 Original * 72 Original Original * 48 Original * 73 Original Original * 48 Original * 74 Original Original * 49 Original * 74 Original Original * 75 Original Original * 76 Original Original * 77 Original Original * 78 Original Original * 79 Original Original * 48 Original * 74 Original Original * 49 Original * 74 Original Original * 75 Original Original * 76 Original Original * 77 Original Original * 78 Original Original * 79 Original Origin</td></t<>	Original * 26 Original Original Original * 27 Original Original Original * 28 Original Original Original * 29 Original Original Original * 30 Original Original Original * 31 Original Original Original * 32 Original Original Original * 33 Original Original Original * 34 Original Original Original * 35 Original Original Original * 36 Original Original Original * 37 Original Original Original * 38 Original Original Original * 39 Original Original Original * 40 Original Original Original * 41 Original Original Original * 42 Original Original Original * 43 Original Original Original * 44 Original Original Original * 45 Original Original Original * 46 Original Original Original * 47 Original Original Original * 48 Original Original Original * 48 Original Original Original * 49 Original Original Original * 49 Original Original Original * 49 Original Original * 50 Original	Original * 26 Original * Original * 27 Original * Original * 28 Original * Original * 29 Original * Original * 30 Original * Original * 31 Original * Original * 32 Original * Original * 33 Original * Original * 34 Original * Original * 35 Original * Original * 36 Original * Original * 37 Original * Original * 38 Original * Original * 39 Original * Original * 39 Original * Original * 40 Original * Original * 41 Original * Original * 42 Original * Original * 43 Original * Original * 44 Original * Original * 45 Original * Original * 46 Original * Original * 47 Original * Original * 48 Original * Original * Original * 47 Original *	Original         * 26         Original         * 51           Original         * 27         Original         * 52           Original         * 28         Original         * 53           Original         * 29         Original         * 54           Original         * 30         Original         * 55           Original         * 31         Original         * 56           Original         * 32         Original         * 57           Original         * 33         Original         * 58           Original         * 34         Original         * 59           Original         * 34         Original         * 59           Original         * 35         Original         * 60           Original         * 36         Original         * 61           Original         * 36         Original         * 62           Original         * 37         Original         * 63           Original         * 38         Original         * 63           Original         * 39         Original         * 64           Original         * 40         Original         * 65           Original         * 41         Original	Original * 26 Original * 51 Original Original * 27 Original * 52 Original Original * 28 Original * 53 Original Original * 29 Original * 54 Original Original * 30 Original * 55 Original Original * 31 Original * 56 Original Original * 32 Original * 57 Original Original * 33 Original * 58 Original Original * 33 Original * 58 Original Original * 34 Original * 59 Original Original * 35 Original * 59 Original Original * 36 Original * 60 Original Original * 37 Original * 61 Original Original * 38 Original * 61 Original Original * 38 Original * 62 Original Original * 38 Original * 63 Original Original * 39 Original * 64 Original Original * 39 Original * 65 Original Original * 40 Original * 65 Original Original * 41 Original * 66 Original Original * 41 Original * 67 Original Original * 42 Original * 68 Original Original * 43 Original * 68 Original Original * 44 Original * 68 Original Original * 45 Original * 69 Original Original * 45 Original * 70 Original Original * 46 Original * 70 Original Original * 47 Original * 71 Original Original * 48 Original * 72 Original Original * 48 Original * 73 Original Original * 48 Original * 74 Original Original * 49 Original * 74 Original Original * 75 Original Original * 76 Original Original * 77 Original Original * 78 Original Original * 79 Original Original * 48 Original * 74 Original Original * 49 Original * 74 Original Original * 75 Original Original * 76 Original Original * 77 Original Original * 78 Original Original * 79 Original Origin

<sup>\* -</sup> included in this filing.

# CHECK SHEET, (Cont'd.)

PAGE	REVISION		PAGE	REVISION		PAGE	DEVIGION
76	Original	*	Appendix A:	Current Rates		PAGE	REVISION
77	Original	*	1	Original	*		
78	Original	*	2	Original	*		
79	Original	*	3	Original	*		
80	Original	*	4	Original	*	,*	•
81	Original	*	5	Original	*		
82	Original	*	6	Original	*		
83	Original	*	7	Original	*		
84	Original	*	8	Original	*		
85	Original	*	9	Original	*		
86	Original	*	10	Original	*		
87	Original	*	11	Original	*		
88	Original	*	12	Original	*		
89 ·	Original	*	13	Original	*		
90	Original	*	14	Original	*		
			15	Original	*		
			16	Original	*		
	•		17	Original	*		
			18	Original	*		
			19	Original	*		
			20	Original	*		
			21	Original	*		
			22	Original	*		
			23	Original	*		
			24	Original	*		
			25	Original	*		

<sup>\* -</sup> included in this filing.

Issued: February 23, 2009

Effective: March 25, 2009

Appendix A

**Current Prices** 

# Section 1 - Definitions of Terms and Abbreviations 7 Section 2 - Regulations 10 Section 3 - Description of Service and Rates 20 Section 4 - Miscellaneous Services 61 Section 5 - Obsolete Service Offerings 69

#### **TARIFF FORMAT**

- A. Page Numbering Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2 2.1 2.1.1 2.1.1.A 2.1.1.A.1 2.1.1.A.1.(a) 2.1.1.A.1.(a).I 2.1.1.A.1.(a).I.(i) 2.1.1.A.1.(a).I.(i)
- D. Check Sheets When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

#### **EXPLANATION OF SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify a changed regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increase in rate or charge.
- (M) To signify material relocated from one page to another without change.
- (N) To signify a new rate or regulation.
- (R) To signify a reduced rate or change.
- (S) To signify a correction or reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

#### APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of interLATA and intraLATA intrastate long distance telecommunications services by Verizon Enterprise Solutions LLC, for the use of Customers transmitting messages within the State of South Carolina, subject to the jurisdiction of the South Carolina Public Service Commission ("Commission").

This tariff is on file with the Commission, located in the 101 Executive Center Drive, Columbia South Carolina 29210. In addition, this tariff is available for review at the main office of Verizon Enterprise Solutions LLC, located at 1320 N. Court House Road, 6th Floor, Arlington, Virginia 22201.

#### SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

**Access Coordination** - Access Coordination is the functions performed by the Company for the coordination of the maintenance, trouble shooting and repair of the Access Local Loop.

Access Line - A facility arrangement which connects Customer's location to the underlying carrier's network switching center.

**Agency Coordination** - Agency Coordination are the functions performed by the Company acting as the customer's agent for the design, ordering, installation, pre-service testing and service turn-up of an Access Local Loop. When acting as the Customer's agent, the Company will design the service based on standard engineering considerations. These considerations may not produce a minimum price configuration.

**Authorization Code** - A numerical code, one or more of which are available to Customer to enable it to access Carrier's Service, and which are used by Carrier both to prevent unauthorized access to its Service and to identify Customer for billing purposes. Multiple authorization codes may be assigned to identify individual users on the account.

**Busy Line Verification Call** - An operator-assisted call in which Customer requests operator assistance to determine whether or not there is an ongoing conversation at the called number.

Calling Card Call - An operator-assisted or automated call in which Customer places an intrastate call from a location other than the primary service location and requests that the charges for the call be billed to an authorization code rather than to the originating or terminating telephone number.

Carrier - Verizon Enterprise Solutions LLC

Carrier Identification Code (CIC) - A unique three (3) or four (4) digit code assigned to a carrier and used to identify that carrier to the Local Exchange Carrier and for placing calls on a non-presubscribed basis. Carrier's CIC is A6953".

**Collect Call** - An operator-assisted intrastate call in which all usage sensitive charges and per call charges for the call are assessed against the called party rather than the calling party.

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)

Company - Verizon Enterprise Solutions LLC, unless otherwise stated.

Commission - The South Carolina Public Service Commission

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when the calling party disconnects.

**Customer** - The company, individual, or other entity which orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff.

**Emergency Interruption Call** - An operator-assisted intrastate call in which Customer requests operator assistance to interrupt an ongoing conversation, regardless of whether or not the interruption is successful.

Holidays - Holidays recognized by Carrier include New Year's Day\*, Martin Luther King Day, President's Day, Memorial Day, Independence Day\*, Labor Day, Columbus Day, Veteran's Day\*, Thanksgiving Day, and Christmas Day\*. When any of the four asterisked (\*) holidays falls on a Saturday or Sunday, the recognized holiday shall be observed on the preceding Friday or the following Monday, respectively.

Long Distance Message Telecommunications Service (LDMTS) - Long Distance Telecommunication Service offered pursuant to this tariff.

Off-Peak - All hours other than those included in the Peak period, as indicated below.

Operator Assisted Call - An operator-assisted intrastate call the nature of which is not otherwise described by the specific definitions of operator-assisted calls provided herein.

**Operator Dialed Call** - An operator-assisted intrastate call in which Customer has the ability to dial all the digits necessary for call completion but instead accesses an operator and requests that the operator complete the call.

# SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, (Cont'd.)

**Peak** - From 7:00 AM up to but not including 7:00 PM Monday through Friday, excluding recognized holidays as defined above.

**Person-To-Person Call** - An operator-assisted intrastate call in which the caller specifies the name of a particular person, department, extension, or other recognizable entity and in which the caller is not billed for that call unless the specific person or entity named is reached.

**Point-Of-Presence (POP)** - The actual (physical) location at which the network of the underlying carrier is accessed within the state or LATA.

Service - Any or all intrastate service(s) provided by Carrier pursuant to this tariff.

**Third Number Billed Call** - An operator-assisted intrastate call in which Customer requests that the charges for the call be billed to a telephone number other than the originating or terminating telephone number.

#### **SECTION 2 - REGULATIONS**

#### 2.1 Undertaking of the Carrier

- 2.1.1 Service is furnished for intrastate telecommunications originating at specified points within the State of South Carolina under the terms and conditions of this tariff.
- 2.1.2 Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 Carrier neither owns nor operates telecommunications facilities within the State of South Carolina, but rather resells intrastate telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4 Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of Customer's locations to the network of an underlying carrier.
- 2.1.5 Service is provided on a monthly basis unless ordered on a longer term basis, and is available twenty-four (24) hours per day, seven (7) days per week.

#### 2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities from the underlying carrier and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.

#### 2.2 Limitations on Service, (Cont'd.)

- 2.2.3 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.2.4 Service may not be used for any unlawful purpose.
- 2.2.5 Carrier may require Customer to sign an application form furnished by Carrier and to establish credit as provided in this tariff, as a condition precedent to the initial establishment of Service. Carrier's acceptance of an order for Service to be provided to an applicant whose credit has not been duly established may be subject to the deposit provisions described in Section 2.9 of this tariff. Carrier may also require a signed authorization from Customer for additions to or changes in existing Service for such Customer. An application for Service canceled by the applicant or by Carrier prior to the establishment of Service is subject to the provisions of this tariff.

#### 2.3 Limitations on Liabilities

- 2.3.1 The liability of Carrier for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing Service and not caused by the negligence of the Customer commences upon activation of Service and in no event exceeds an amount equivalent to the charges the Carrier would make to the Customer for the period of Service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. Such liability does not include avoidable damage to Customer's premises.
- 2.3.2 Carrier shall not be liable for unlawful use, or use by any unauthorized person, of its Service, or for any claim arising out of a breach in the privacy or security of communications transmitted by Carrier.

#### 2.3 Limitations on Liabilities, (Cont'd.)

- 2.3.3 Except as specified in Section 2.3.1, Carrier shall not be liable for any failure of performance due to causes beyond its reasonable control, including but not limited to acts of God, fires, meteorological phenomena, floods or other catastrophies, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppages or other labor difficulties, and any law, order, regulation or other action of any governing authority or agency thereof. With respect to the Services, Carrier hereby expressly disclaims all warranties, express or implied, not stated in this tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.3.4 The Carrier shall not be liable for any act or omission of other carriers whose facilities may be utilized in establishing connections to points not reached by the Carrier's facilities. The Customer shall indemnify and save harmless the Carrier from any third party claims for such damages referred to in Section 2.3.1.
- 2.3.5 The Carrier is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from Customer's premises, and the placement of calls through Customer-provided equipment which are transmitted or carried on the Carrier's network. Customer is responsible for controlling access to, and use of, its own telecommunications facilities.

#### 2.4 Cancellation or Discontinuance of Service by Carrier

Without incurring any liability, Carrier may under the following conditions cancel Service prior to commencement. Carrier may also discontinue Service that is being furnished, provided that, unless otherwise stated, Customer shall be given fifteen (15) days written notice of such cancellation or discontinuance of Service.

2.4.1 For noncompliance with or violation of any applicable municipal, state or federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation, provided that lesser notice may be required by order of such regulatory authorities.

# 2.4 Cancellation or Discontinuance of Service by Carrier, (Cont'd.)

- 2.4.2 For Customer's refusal to provide reasonable access to Carrier or its agents for the purpose of inspection and maintenance of equipment owned by Carrier.
- 2.4.3 For noncompliance with any of the provisions of this tariff governing Service.
- 2.4.4 For nonpayment of any sum due Carrier for more than thirty (30) days after delivery of an invoice to the custody of the U.S. Mail or other standard delivery service. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this tariff.
- 2.4.5 Without notice, in the event of Customer's use of equipment in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.4.6 Without notice, in the event of unauthorized or fraudulent use of Service. Whenever Service is discontinued for unauthorized use of Service, Carrier may, before restoring Service, require Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate unauthorized use and to pay to Carrier an amount reasonably estimated by Carrier as the loss in revenues to Carrier resulting from such unauthorized use plus claims lodged against Carrier by third parties.
- 2.4.7 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.

#### 2.5 Cancellation or Termination of Service by Customer

- 2.5.1 Customer may cancel Service by giving notice to Carrier up to the day Service is scheduled to commence.
- 2.5.2 If Customer orders Service which requires special construction or facilities for Customer's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer by Carrier.
- 2.5.3 Carrier shall have up to thirty (30) days to complete a disconnect. Customer shall be responsible for all charges for 30 days, or until the disconnect is effected, whichever is sooner. This 30-day period shall begin on the day of receipt of notice from Customer.

#### 2.6 Contract Service Arrangements

Customer specific contract service arrangements may be furnished in lieu of existing tariff offerings.

- **2.6.1** Rates, charges, term, and additional regulations, if applicable, for the contract service arrangement shall be developed on an individual case basis.
- **2.6.2** Unless otherwise specified, the regulations for contract service arrangements are in addition to the applicable regulations and rates specified in this tariff.

#### 2.7 Restoration of Service

The use and restoration of Service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

#### 2.8 Payment and Billing

- 2.8.1 For billing of fixed charges, Service is considered to be established upon the day which Carrier notifies Customer of installation and testing of Customer's Service. Fixed charges shall be billed monthly in advance and are due upon receipt. Customer shall be billed for all usage in arrears. Rate changes shall be effective on the effective date of the rate change.
- 2.8.2 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. Late payment fees for Customers who have their charges billed by an affiliated local exchange company will be the late payment fee applied by the affiliated local exchange company to overdue charges. Customers that are not billed by an affiliated local exchange company may be charged a late payment fee of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25<sup>th</sup> day after the billing date or as allowed by law. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.
- 2.8.3 The security of Customer's Authorization Codes is the responsibility of Customer. All calls placed using Customer's Authorization Codes or using facilities owned or controlled by Customer shall be billed to Customer and must be paid by Customer.

#### 2.8 Payment and Billing, (Cont'd.)

- 2.8.4 Carrier reserves the right to examine the credit record of an applicant or Customer. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Carrier before Service is restored, and a deposit may be required.
- 2.8.5 Carrier shall make no refund of overpayments by Customer unless the claim for such overpayment, together with proper evidence, is submitted within the applicable statute of limitations period from the date of the alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits or adjustments have been applied.
- 2.8.6 A charge shall apply whenever any check or draft for payment of Service is not accepted by the institution on which it is written.

# 2.9 Deposits

- 2.9.1 Each applicant for Service may be required to establish credit. Any applicant whose credit has not been duly established may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Customer may be required to make a deposit or increase a deposit presently held. Carrier shall pay interest on deposits pursuant to applicable rules and regulations.
- 2.9.2 A deposit shall not exceed the estimated charges for two (2) month's Service, and shall be returned:
  - When an application for Service has been canceled prior to the establishment of Service. Such deposit shall be applied to any applicable charges, and the excess portion of the deposit shall be returned.
  - At the end of six (6) consecutive months of a satisfactory credit history.
  - Upon the discontinuance of Service. Carrier shall apply the Customer deposit against any outstanding balances due. If a credit balance exists, a refund shall be made to the Customer.

The fact that a deposit has been made in no way relieves Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

#### 2.10 Taxes and Fees

- 2.10.1 Service may be subject to state and/or local taxes at the prevailing rates, if such service originates and terminates in the State of South Carolina. Such taxes are listed as separate line items on Customer's invoice, are not included in the rates and charges listed herein, and shall be paid by Customer in addition to the rates and charges stated in this tariff.
- 2.10.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from Carrier a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to Customers receiving Service within the territorial limits of such municipality, other political subdivision, or local agency of government.

#### 2.10.3 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services, unless otherwise specified in this tariff. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

#### 2.11 Terminal Equipment

Service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX or key telephone system. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer, except as otherwise provided. Customer is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.12 Interconnection

Service furnished by Carrier may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

- 2.12.1 Carrier may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether tariff requirements are being complied with in the installation, operation, and maintenance of Customer's or Carrier's equipment. Carrier may, without notice, interrupt Service at any time, as necessary, because of a departure from any of these requirements and may continue such interruption until its requirements have been satisfied.
- **2.12.2** Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier by Customer for such tests and adjustments as may be necessary for their maintenance to a condition satisfactory to Carrier.
- 2.12.3 Carrier shall not be liable to Customer for any damages for Service interruption pursuant to this Section. Customer shall not be entitled to any credit for interruption of Service pursuant to this Section when the interruption of Service is less than two (2) consecutive hours.

#### 2.13 Interruption of Service

- 2.13.1 It shall be the obligation of Customer to notify Carrier of any interruption of Service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer or is not in wiring or equipment connected to the terminal of Carrier. Carrier liability for service interruption is limited according to the provisions of Section 2.3 hereof.
- 2.13.2 When Service is interrupted for two (2) hours or more, credit is allowed on demand to Carrier, computed as set forth below, provided such interruption is not shown by Carrier to have been caused by the negligence or willful action of Customer, or any other person at the Customer's terminal location, or is not caused by the failure of Customer's equipment or power supply.
- **2.13.3** Credit is computed by multiplying the monthly rate for Service by the ratio that the number of hours in the period of interruption bears to 720 hours. For the purpose of this computation, each month shall be considered to have seven hundred twenty (720) hours. The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.
- 2.13.4 An interruption is measured from the time Carrier detects trouble or the Customer notifies Carrier of the interruption by an expeditious means, until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. No credit shall be given for an interruption of Service of less than two (2) hours. The credit for a billing period shall not exceed the monthly rate.
- 2.13.5 For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

#### 2.14 Marketing Practices

- 2.14.1 As a telephone utility under the regulation of the Public Service Commission of South Carolina, Carrier does hereby assert and affirm that as a reseller of intrastate telecommunications services it shall not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission. Additionally, Carrier shall be responsible for the marketing practices of its contracted telemarketers and for their compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.
- 2.14.2 Any marketing efforts by Carrier shall be clearly indicate to the potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers shall clearly indicate that those prospective customers will be changing their long distance carrier if they accept the solicitation by Carrier.

#### 2.15 Customer Service and Assistance

Carrier shall maintain a toll-free customer service and assistance telephone number, as indicated in this tariff, and shall insure that such number is answered between the hours of 8:00 am and 5:00 pm Eastern Time, Monday through Friday. This telephone number shall be clearly printed on all Customer invoices. In addition to other forms of assistance, the customer service representatives accessed by this telephone number shall provide, upon request, price quotations as requested by Customers.

#### 2.16 Escalation and Problem Resolution

Customers who are not satisfied with Carrier's response to their inquiries or who have unresolved billing or collection problems may escalate those unresolved matters to the Verizon Enterprise Solutions LLC Escalation Office, at the following address:

Verizon Enterprise Solutions LLC Escalation Office 1603 LBJ Freeway, Suite 300 - TXFBRB042A Dallas, Texas 75234

Telephone (800) 785-5624 Facsimile (800) 327-5182

If the matter remains unresolved, Customers may contact the Commission at (800) 922-1531 for assistance.

# SECTION 3 - SERVICE DESCRIPTION AND RATES

#### 3.1 General

- 3.1.1 Presubscribed service is offered from locations served with equal access end offices.
- 3.1.2 The Company's service is available twenty-four hours per day, seven (7) days a week.
- 3.1.3 All usage rates are expressed as rate per minute, unless otherwise clearly indicated.
- 3.1.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 3.1.5 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services at no charge to the Customer. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 3.1.6 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.

#### 3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by Telecordia Technologies (formerly known as BellCore) and on file with the FCC in NECA Tariff FCC No. 4, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

$$\sqrt{\frac{\left(v_{1}-v_{1}\right)^{2}+\left(h_{1}-h_{2}\right)^{2}}{10}}$$

Formula:

# 3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when either party disconnects from the call, except in cases where the switching facility is unable to detect called party disconnect. In such cases, the calling party controls the termination of the call.
- 3.3.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.3.4 Calls are measured and billed in one minute increments on a per call basis, unless otherwise indicated in this tariff. Fractional billing increments are rounded to the full billing increment as stated in the product description.
- 3.3.5 No charges apply to incomplete calls. An incomplete call is a station call in which the called station does not answer, or a person to person call in which the station does not answer or the requested person is unavailable, or a collect call for which the called party refuses to accept the charges.
- 3.3.6 Usage charges are computed on a per call basis. When computation of call charges result in fractional cents, the resulting charge is rounded to the nearest penny.

#### 3.3 Timing of Calls, (Cont'd.)

#### 3.3.7 Time-Of-Day Rate Periods

Unless otherwise specified in the product description in this tariff, the following time-of-day and day-of-week rate periods are applicable to all calls.

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

#### A. Optional Calling Plans Time of Day Rate Periods

The following time of day rate periods apply to optional calling plans, unless otherwise specified in this tariff:

Peak:

7:00 AM to 7:00 PM\*, weekdays

Off Peak:

All other days and hours which are not included

in Peak Rate Period above.

Flat:

Twenty-four hours per day, seven (7) days a

week.

#### B. Operator Services Time Of Day Rate Period

The following time of day rate periods apply to operator services calls, unless otherwise specified in this tariff:

Peak:

7:00 AM - 7:00\* PM, weekdays

Off-Peak:

All other days and hours which are not included

in Peak Rate Period above.

<sup>\*</sup> to, but not including

#### 3.4 Long Distance Message Telecommunications Service

#### 3.4.1 General Description

Long Distance Message Telecommunications (LDMTS) Service is the basic long distance service offered to business Customers for outbound direct-dialed calling, utilizing Customer-provided switched access lines that are presubscribed to the Company. LDMTS service may also be offered for casual (i.e. access code) calling where such service is provided. Availability of this service is subject to the availability of billing capability.

Calls are billed in one (1) minute increments after an initial minimum call duration of (1) one minute. Any partial minute is rounded up to a full minute.

Time Of Day Rate Periods

Peak:

7:00 AM - 7:00 PM\*, Weekdays

Off-Peak:

7:00 PM - 7:00 AM\* Weekdays, and all day on

Weekends

#### 3.4.2 Rates and Changes

Customer Dialed Direct Station-to-Station

The Customer Dialed Direct Station-To-Station Class of Service applies when the person originating the call dials the telephone number desired without the assistance of an operator and the call is billed to the calling station. It does not include calls from public or semi-public coin telephones.

\* - to, but not including

#### 3.5 FirmRate Plus Plan

The FirmRate Plus Plan is offered to Business Customers for outbound direct dialed calling from presubscribed switched Access Lines at one flat per minute rate. Inbound (toll free) calling is also available for termination on switched Access Lines. Travel Card calling is also available under this plan.

This plan is an add-on service to the interstate FirmRate Plus plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See <a href="https://www.verizonldregulatory.com">www.verizonldregulatory.com</a>.

#### 3.5.1 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded up to the next increment.

Initial	Additional
<u>Increment</u>	<u>Increment</u>
18 seconds	6 seconds
18 seconds	6 seconds
60 seconds	60 seconds
	Increment 18 seconds 18 seconds

#### 3.5 FirmRate Plus Plan, (Cont'd.)

#### 3.5.2 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Minimum Spend Level times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

- 1. When the Customer disconnects its entire account; or
- 2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

- 1. When the Customer's physical location changes, but the term plan is continued at the new location;
- 2. When the Customer negotiates the term plan for a longer term;
- 3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- 4. When the Customer changes plan prior to 60 days of service;
- 5. When the Customer returns to the Company and the same term length agreement as a result of a Winback program; or
- 6. When the Customer moves from a one or three year term on FirmRate Plus Plan to either a one or three year term on FirmRate Advantage Plan, FlexDistance Plan or Simple Options Plan.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without changing, they will still be liable for the minimum usage guarantee to which they were originally subscribed.

#### 3.5.3 Usage Rates

Usage Rates are determined according to the Term Commitment and Monthly Usage Guarantee selected by the Customer. See Appendix A - Price List

#### 3.6 SimpleOptions

SimpleOptions is an optional calling plan offered to Business Customers for outbound direct dialed calling from presubscribed switched or dedicated Access Lines at rates which are dependent on the Customer's monthly usage guarantee (MUG) level. Inbound (toll free) calling is also available for termination on switched or dedicated Access Lines. Travel Card and operator assisted calling are also available under this plan. Customers may select a one or three year term commitment in order to obtain lower rates.

This plan is an add-on service to the interstate SimpleOptions Plan. See www.verizonldregulatory.com.

#### 3.6.1 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded to the next increment.

Access Type/Call Type	Initial	Additional
	Increment	Increment
Switched Access	18 seconds	6 seconds
Dedicated Access	6 seconds	6 seconds
Travel Card	18 seconds	6 seconds
Operator Assisted	60 seconds	60 seconds

# 3.6.2 Monthly Usage Guarantee

All intrastate, interstate and international usage charges and applicable surcharges billed to the Customer under this plan contribute towards meeting the monthly usage guarantee. In addition, Conference Connections audioconferencing usage, Private Line and Data Services usage, feature charges, directory assistance charges, operator usage and surcharges, and monthly recurring charges are contributory to the monthly usage guarantee. Taxes, presubscribed line charges, carrier universal service charges, pay telephone use charges and other similar fees are not contributory. Customers whose total monthly long distance usage charges do not meet their subscribed Monthly Usage Guarantee level will be assessed the difference between their total long distance usage charges and their subscribed Monthly Usage Guarantee level.

# 3.6 SimpleOptions, (cont'd)

#### 3.6.3 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Monthly Usage Guarantee multiplied times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

- 1. When the Customer disconnects its entire account;
- 2. When the Customer selects a shorter term; or
- 3. When the Customer negotiates a reduction in their monthly spending commitment more than one level during a billing cycle.

The early termination charge will not apply under the following circumstances:

- 1. When the Customer's physical location changes, but the term plan is continued at the new location;
- 2. When the Customer negotiates the term plan for a longer term;
- 3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- 4. When the Customer changes plan prior to 60 days of service;
- 5. When the Customer returns to the Company and the same term length agreement as a result of a Winback program;
- 6. When the Customer moves from the two year term on Plan B Service to a three year term on SimpleOptions Service;
- 7. When the Customer reduces their term monthly spend level one level during a billing cycle; or
- 8. When the Customer moves from a one or three year term on SimpleOptions Service to either Unlimited Long Distance Service or FlexDistance Service.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without changing, they will still be liable for the minimum usage guarantee to which they were originally subscribed.

#### 3.6 SimpleOptions, (cont'd)

# 3.6.4 Usage Rates

- A. Usage Rates are determined according to the Term Commitment and Monthly Usage Guarantee selected by the Customer. See Appendix A Price List
- B. Switched Access Outbound and Inbound Supplemental Discount

The Supplemental Discount is available to new and returning Customers who establish new service with a one or three year term and a \$3,000 or \$5,000 Monthly Usage Guarantee. Existing Customers who agree to modify their service by accepting a new contract term of one or three years, at the \$3,000 or \$5,000 Monthly Usage Guarantee level will also be offered the Supplemental Discount.

The Supplemental Discount applies to the cumulative usage each billing cycle and is at the percent shown below.

Term Level	Supplemental Discount
One Year	25%
Three Year	25%

# 3.6 SimpleOptions, (cont'd)

#### 3.6.5 Bundled Service Option

#### A. General

The Bundled Service Option is offered to SimpleOptions Customers who also subscribe to one of the following qualifying services offered by an affiliate of the Company. The eligible Customer must demonstrate to the satisfaction of the Company at the time of subscription to SimpleOptions that the Customer also subscribes to at least one of the qualifying services offered by a Company affiliate.

Eligible Business Customers must subscribe to one of the following services: Centrex (e.g. Centrex Plus, CustoPAK<sup>SM</sup>, CustoFLEX<sup>SM</sup>, Centranet), ISDN PRI/IntellilinQ PRI (purchased with a term commitment), DSL, Private Line, Frame Relay, SMDS, ATM or FlexGrow from an affiliate of the Company. These services are defined in the Company affiliate's applicable tariffs or contracts.

#### 1. Discontinuance of Qualifying Services

The Customer who discontinues or cancels the Company's service, or who cancels the qualifying service of the Company's affiliate, or whose service is refused, canceled or discontinued by the Company under this tariff or by the affiliate, shall forfeit eligibility for the discounted rates under this Option. The Customer who forfeits eligibility for this Option and remains presubscribed to the Company's service will default to the basic SimpleOptions rates as specified in this tariff.

#### 3.6 SimpleOptions, (cont'd)

# 3.6.5 Bundled Service Option, (Cont'd.)

#### A. General, (cont'd.)

# 2. SimpleOptions Terminating Liability

Customers who wish to subscribe to this Bundled Service Option and who currently subscribe to SimpleOptions will be able to switch to the Bundled Service Option without incurring any Termination Liability, if applicable. Availability of this Bundled Service Option is dependent upon billing capabilities.

#### 3. Combination with other offers

Customers who subscribe to this Bundled Service Option are not eligible to participate in promotions that would otherwise apply to SimpleOptions Customers, with the exception of promotions which waive the PIC change charge for new Customers.

#### B. Usage Rates

Usage Rates are determined according to the Term Commitment and Monthly Usage Guarantee selected by the Customer. See Appendix A - Price List

#### 3.7 FirmRate Advantage Plan

#### 3.7.1 General Description

The FirmRate Advantage Plan is offered to Business Customers for outbound direct dialed calling from presubscribed switched Access Lines at one flat per minute rate. Inbound (toll free) calling is also available for termination on switched Access Lines. Travel Card calling is also available under this plan at plan rates. Customers may select a one or three year term commitment in order to obtain lower rates.

This plan is an add-on service to the interstate FirmRate Advantage plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See <a href="https://www.verizonldregulatory.com">www.verizonldregulatory.com</a>.

The Customer who discontinues or cancels the Company's service, or whose service is refused, canceled or discontinued by the Company under this tariff, shall forfeit eligibility for the discounted rates under this Option. The Customer who forfeits eligibility for this Option and remains presubscribed to the Company's service will be charged the FirmRate Plus calling plan rates as specified in this tariff.

# 3.7.2 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded up to the next increment.

	Initial	Additional
Access Type/Call Type	Increment	<u>Increment</u>
Switched Access (Month to Month)	60 seconds	6 seconds
Switched Access (1 & 3 Year Term)	18 seconds	6 seconds
Operator Assisted	60 seconds	60 seconds

# 3.7 FirmRate Advantage Plan, (Cont'd.)

# 3.7.3 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Minimum Spend Level times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

- 1. When the Customer disconnects its entire account; or
- 2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

- 1. When the Customer's physical location changes, but the term plan is continued at the new location;
- 2. When the Customer negotiates the term plan for a longer term;
- 3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- 4. When the Customer changes plan prior to 60 days of service;
- 5. When the Customer returns to the Company and the same term length agreement as a result of a Winback program; or
- 6. When the Customer moves from a one or three year term on FirmRate Advantage Plan to either a one or three year term on FirmRate Plus Plan, FlexDistance Plan or SimpleOptions Plan.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without changing, they will still be liable for the minimum usage guarantee to which they were originally subscribed.

### 3.7 FirmRate Advantage Plan

### 3.7.4 Rates and Charges

#### A. Usage Rates

Usage Rates are determined according to the Term Commitment and Monthly Usage Guarantee selected by the Customer. See Appendix A - Price List

#### 3.8 Business Unlimited Long Distance Service

#### 3.8.1 General Description

Business Unlimited Long Distance Service is an optional calling plan offered for unlimited outbound direct-dialed 1+ interLATA interexchange voice calling and discounted Toll Free and Travel Card voice usage to Business Customers who also subscribe to qualifying local services from their local exchange company, as described below. Business Unlimited Long Distance Service utilizes Customer-provided switched access lines that are presubscribed to the Company. To be eligible to receive this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to all qualifying local services and be subject to all restrictions regarding this service. This service is offered to both single line and multi-line customers subject to the restrictions noted below.

#### 3.8.2 Qualifying Local Services

Customers must have both qualifying local services described below from their local exchange company to qualify for Business Unlimited Long Distance Service. To qualify for Business Unlimited Long Distance Service, the customer must subscribe to a qualifying business dial tone service, business exchange service or digital centrex plus service on no more than 10 qualifying lines that include both:

- 1. Unlimited local exchange calling, and
- 2. Unlimited IntraLATA toll calling.

Such qualifying local business plans must provide the unlimited local and IntraLATA calling for a flat rate monthly price.

### 3.8 Business Unlimited Long Distance Service, (Cont'd.)

#### 3.8.3 Limitations of Service

Business Unlimited Long Distance Service is not available with the following local/IntraLATA business services: FlexGrow type services, PBX trunks, ground start lines or trunks, ISDN services, remote call forwarding services, foreign exchange services, public telephone services, public access smart-pay lines, flexpath services, analog to digital conversion digital PBX services, WATS services or the equivalents of any such services.

Business Unlimited Long Distance Service is only available to Customers who, at the time of service initiation, subscribe to twenty-five (25) or fewer qualifying business dial tone lines (voice grade or voice grade equivalent) from their local exchange company.

Customers may discontinue their enrollment in Business Unlimited Long Distance Service at any time upon request to the Company. The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying services or whose service is refused, canceled or discontinued by the Company under this tariff or by the local exchange carrier shall forfeit eligibility for rates under this plan.

The Customer who forfeits eligibility for this Business Unlimited Long Distance Service Service and remains presubscribed to the Company's service will default to the plan on the main business account. If there is no other plan on the account or for single line accounts, the Customer will default to FirmRate Plus Plan, FirmRate Advantage Plan or FlexDistance Plan unless the Customer selects another Optional Business Service.

This service may only be used for voice applications and may not be used for the transmission of data, for internet connections, or for any other non-voice application. This service may also not be used for resale or autodialing. If the Customer uses this service for any non-eligible purpose, including but not limited to the examples noted above, the Company may immediately suspend, restrict or cancel the service without advance notice. The Company may also adjust the charges to FirmRate Plus Plan, FirmRate Advantage Plan or FlexDistance Plan as a result of the Customer's use of the service for non-eligible uses as set forth herein.

This calling plan is only offered where billing and system capabilities exist.

### 3.8 Business Unlimited Long Distance Service, (Cont'd.)

#### 3.8.4 Rates and Charges

### A. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to the Company's Business Unlimited Long Distance Service. The MRC applies in full each month for each line regardless of the amount of qualifying usage. In the case of first and last month partial billing cycles, the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle.

Only charges for direct dialed outgoing voice minutes of use are covered under the MRC for this plan. All other charges for usage and services, including but not limited to International calling, Directory Assistance services, Operator Assisted services, collect or person to person calls, 900, 700, 976 calls, calls to access information service, internet usage, fees and surcharges are not included as part of the MRC with this plan and will be charged separately.

Discounted rates as described below apply to Travel Card and Toll Free usage. Such usage is charged separately and is not part of the unlimited usage provided under this plan. For Toll Free and Travel Card calls, partial increments are rounded up to the next increment. All calls are rated at 60 seconds for the initial increment, and 6 seconds for each additional increment.

B. See Appendix A for current rates.

#### Business Unlimited Long Distance Service, (Cont'd.) 3.8

#### **Bundled Service Option** 3.8.5

#### General Description A.

The Bundled Service Option is offered to Business Unlimited Long Distance Service Customers who also subscribe to qualifying services provided by affiliates of the Company, as described below. Availability of this option is subject to regulatory approval of the corresponding service offering of the affiliate. To be eligible for this Option, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that it also subscribes to the following service package in accordance with the descriptions and regulations for the respective packages as contained in the relevant sections of the affiliates tariffs as described below.

Unlimited Local Usage for Business -

South Carolina Deregulated

Price List

Unlimited Local and IntrLATA Toll Usage for Business -

South Carolina Deregulated

Price List

Unlimited Dial Tone Line (DTL) Package for Business and Unlimited CustoPAK Package Price List for Business

South Carolina Deregulated

Effective: March 25, 2009 Issued: February 23, 2009

#### 3.8 Business Unlimited Long Distance Service, (Cont'd.)

#### 3.8.5 Bundled Service Option, (Cont'd.)

#### B. Limitations of Service

The Bundled Service Option is only offered where billing and system capabilities exist and is not available with local business FlexGrow services, PBX trunks, ground start lines or trunks, ISDN services, remote call forwarding services, foreign exchange services, public telephone services, flexpath, and analog to digital conversion digital PBX services or the equivalents of any such services.

The Bundled Service Option is only available to Customers who, at the time of service initiation, subscribes to 25 or fewer qualifying business dial tone lines (voice grade or voice grade equivalent) from an affiliated local exchange company. The Bundled Service Option may only be purchased on up to ten (10) qualifying lines.

Specific call detail information is not available with this flat rated service.

The Customer who forfeits eligibility for this Bundled Service Option and remains presubscribed to the Company's service will default to either FirmRate Plus or SimpleOptions depending on the Customer's presubscribed service on other lines. If there is no other plan on the account, the Customer will default to FirmRate Plus Service, FirmRate Advantage Service or FlexDistance Service as described in Section 3 unless the Customer selects another Optional Business Service.

### 3.8 Business Unlimited Long Distance Service, (Cont'd.)

#### 3.8.5 Bundled Service Option

B. Limitations of Service, (Cont'd.)

This service may only be used for voice applications and may not be used for the transmission of data, for Internet connections, or for any other non-voice application. This service may also not be used for autodialing. In order to be eligible for this plan, the Company must be able to verify that the Customer meets these eligibility requirements. The Customer who no longer meets these eligibility requirements will not be eligible for this plan. The Company will notify the Customer that they no longer meet the eligibility requirements and, as such, will allow the Customer an opportunity to discuss options, such as an alternative plan. The Company may also adjust the charges to FirmRate Plus Service, FirmRate Advantage Service or FlexDistance Service as described in Sectioned in Section 3, as a result of the Customer's use of the service for non-eligible uses as set forth herein. The Company will notify the Customer if it appears upon review of the usage patterns that a potential misuse of the service is occurring. In such event, the Customer will be offered an opportunity to explain any apparent misuse of service prior to implementation of corrective measures described herein.

### 3.8 Business Unlimited Long Distance Service, (Cont'd.)

### 3.8.5 Bundled Service Option, (Cont'd.)

C. One Year Term Option

The Customer has the option to commit to a one year term for the service. This option is only available when the Customer agrees to a one year term on the qualifying services provided by affiliates of the Company. The one-year term option shall be available to Customers on a per line basis and is not required to be co-terminus among all of the Customer's lines. At the end of the one year term or any subsequent renewal, the agreement will automatically be renewed for an additional one year term on the same terms and conditions, unless either party provides advance notice that it does not wish to renew the term. The Customer shall have sixty days prior to the end of the initial term or subsequent renewal to cancel such term option without the imposition of termination charges. Pricing will remain the same during any renewal unless Verizon has provided 30 days notice of any change.

#### 3.8 Business Unlimited Long Distance Service, (Cont'd.)

#### 3.8.5 Bundled Service Option, (Cont'd.)

### D. Termination Liability

If the one year term option is chosen, the Customer may terminate service within the first 60 calendar days from the Order Completion Date. If terminated within this 60-day period, the Customer shall not be responsible for any termination charges. The Customer will be responsible for any charges incurred up to the date of termination. If the customer terminates service after such 60-day period and prior to the completion of the one year term, the customer shall be liable for an early termination charge of 25% of the monthly recurring charge for each month remaining in the one year term plus all charges incurred up to the date of termination.

An early termination charge will not apply under the following circumstances.

- 1. When the Customer's physical location changes, but the term plan is continued at the new location;
- 2. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- 3. When the Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or
- 4. When the Customer changes to another service or usage plan or upgrades service or usage under a term commitment, and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment.

### 3.8 Business Unlimited Long Distance Service, (Cont'd.)

#### 3.8.5 Bundled Service Option, (Cont'd.)

- E. Bundled Service Option Rates and Charges
  - 1. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to each line presubscribed to the Company's Business Unlimited Long Distance Service Bundled Service Option Service. The MRC applies in full each month for each line regardless of the amount of qualifying usage. In the case of first and last month partial billing cycles, the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle.

Only charges for direct dialed outgoing voice minutes of use are covered under the MRC for this plan. All other charges for usage and services, including but not limited to International calling, Directory Assistance services, Operator Assisted services, collect or person to person calls, 900, 700, 976 calls to access information service, internet usage, fees and surcharges are not included with this plan and will be charged separately.

Discounted rates as described below apply to Travel Card and Toll Free usage. Such usage is charged separately and is not part of the unlimited usage provided under this plan. For Toll Free and Travel Card calls, partial increments are rounded up to the next increment. All calls are rated at 60 seconds for the initial increment, and 6 seconds for each additional increment.

2. See Appendix A for current rates.

#### 3.9 FlexDistance Plan

#### 3.9.1 General Description

The FlexDistance Plan is offered to Business Customers for outbound direct dialed calling from presubscribed switched Access Lines at one flat per minute rate, regardless of distance. A Monthly Usage Guarantee (MUG) applies to the monthly billing. The FlexDistance Customer may choose to commit to a higher spend level in exchange for a lower per minute usage rate. Inbound (toll free) calling is also available for termination on switched Access Lines. Travel Card calling is also available under this plan at plan rates. Customers may select a one or three year term commitment in order to obtain lower rates.

This plan is an add-on service to the interstate FlexDistance Plan. See www.verizonldregulatory.com.

#### 3.9.2 Rates and Charges

#### A. Billing Increments

The billing increment is determined by the MUG selected by the Customer. Partial increments are rounded to the next increment.

Switched Access	Initial	Additional
Monthly Usage Guarantee	Increment	Increment
\$24.00	1 minute	6 seconds
\$40.00	1 minute	6 seconds
\$65.00	1 minute	6 seconds
\$150.00	30 Seconds	6 seconds
\$300.00	30 Seconds	6 seconds
\$500.00	30 Seconds	6 seconds
\$750.00	30 Seconds	6 seconds
\$1,000.00	30 Seconds	6 seconds
\$1,500.00	30 Seconds	6 seconds

#### 3.9 FlexDistance Plan, (cont'd)

#### 3.9.2 Rates and Charges, (Cont'd.)

#### B. Monthly Usage Guarantee

Customers whose total monthly long distance usage charges do not meet their subscribed Monthly Usage Guarantee level will be assessed the difference between their total long distance usage charges and their subscribed Monthly Usage Guarantee level.

Direct dialed calls, Conference Connections audioconferencing usage, operator assisted calls, Travel Card calls, directory assistance calls, Toll Free calls and Monthly Recurring Charges, International Plan Monthly Recurring Charges, free minute promotions and percentage discount promotions will contribute toward meeting the MUG. Only charges of the Company will contribute to the MUG. Taxes, surcharges, Federal Access Charges and charges billed by other carriers, including charges billed by Company's affiliates, on the Customer's bill will not contribute to the MUG.

Usage Rates are determined according to the Term Commitment and MUG selected by the Customer. See Appendix A for current rates.

#### C. Supplemental Discount

The Supplemental Discount is available to new and returning Customers who establish new service with a one or three year term. Existing Customers who agree to modify their service by accepting a new contract term of one or three years will also be offered the Supplemental Discount.

The Supplemental Discount applies to the cumulative usage each billing cycle and is at the percent shown below.

Term Level Supplemental Discount
One Year 25%
Three Year 25%

#### 3.9 FlexDistance Plan, (cont'd)

#### 3.9.2 Rates and Charges, (Cont'd.)

#### D. Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Monthly Usage Guarantee multiplied times the number of months remaining in the term.

Early termination charge will apply in all instances where the Flex Plan is terminated by the Customer, including:

- When the Customer disconnects its entire account;
- When the Customer selects a shorter term; or
- When the Customer negotiates a reduction in their monthly spending commitment more than one level during a billing cycle.

Early termination charge will not apply under the following circumstances:

- When the Customer's physical location changes, but the term plan is continued at the new location;
- When the Customer negotiates the term plan for a longer term;
- When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- When the Customer changes plan prior to 60 days of service;
- When the Customer returns to the Company as a result of a Winback program;
- When the Customer reduces their term monthly spend level one level during a billing cycle; or
- When the Customer moves from a one or three year term on Flex Distance Service to Unlimited Long Distance Service.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they notify the Company of a change to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without notifying the Company of any changes, the Customer will remain liable for the MUG to which they were originally subscribed.

### 3.10 National Frame Relay Service (NFR)

#### 3.10.1 Description

National Frame Relay Service (NFR) provides connectivity between multiple locations, suitable for connecting local area networks or other wide area network applications. Access to the Company's NFR network is provided in two ways: 1) via direct access, dedicated, digital access line connections at speeds of 56Kbps or 1.536 Mbps to the NFR serving office; or 2) via Frame Relay exchange access. Ports furnished under this tariff operate at speeds of 56/64, 128, 192, 256, 384, 512, 768 Kbps and 1.024, 1.28, 1.536, 4, 6, 10, 22 or 45 Mbps. NFR is offered within South Carolina. Service is available for use 24 hours a day, seven days a week.

**National Ports** 

Provides connectivity within and between locations within the State.

Permanent Virtual Circuits (PVCs)

Provides connectivity within the NFR network. PVCs are logical connections between two Ports with the NFR network.

Committed Information Rates (CIRs)

Defines the minimum data transfer rate available between two Ports logically connected by a PVC. Based on the overall NFR network capacity, the Customer may transmit data in excess of the CIR for a limited period of time. The maximum data transfer rate available between two logically connected Ports connected by a PVC is equal to the lower port speed of the two Ports - up to maximum of 22 Mbps.

National Permanent Virtual Circuits (PVC's)

Provide connectivity (logical connections) between National Ports.

Virtual Ports

Provide connectivity for traffic that originates and terminates from or to a local frame relay network. Customers who have existing local Frame Relay can connect to the long distance Frame Relay network using a Virtual Port. Virtual Ports are available within and between the 48 contiguous states of the United States.

### 3.10 National Frame Relay Service (NFR), (Cont'd.)

#### 3.10.2 Responsibilities of the Customer

A. The Customer must provide the following information to the Company when ordering NFR:

The number and location of Ports ordered;
The transmission speed of each Port;
The CIR of each PVC;
Burst Excess (Be) rate, if any; and
The Port origination and destination of each PVC/ CIR.

#### B. Local Access Charges

1. Access Local Loop

If the Company provides the Access Local Loop facilities, the facilities will be billed at rates based on recurring and nonrecurring charges for such Access Local Loop as established by the LEC tariffs or other Carriers' tariffs.

When the Access Local Loop facilities are provided to the Customer by other carrier(s), the Customer is responsible for all associated recurring and nonrecurring charges and for compliance with the providing Carriers' Terms and Conditions.

The Customer is responsible for all charges associated with the access connection that is ordered by the Company on behalf of the Customer from other carriers.

### 3.10 National Frame Relay Service (NFR), (Cont'd.)

#### 3.10.3 Terms and Conditions

- A. Service Level Agreement (SLA)
  - 1. The SLA will be applied and measured over a calendar month as specified. These measurements represent the minimum level of performance that is acceptable and are set accordingly. SLA applies to National Ports and National PVCS only. Performance Objectives and Credit Allowances will apply for Customers who have five (5) or more nodes in service during the entire month.
  - 2. Objectives to be measured are:

Network Availability MTTR Frame Delivery Transit Delay

- Calculations for the above objectives will be based on the Customer call to the Network Operations Center (NOC) to establish a trouble report. Outage time begins when the Customer reports the trouble and ends when the Company notifies the Customer that the problem has been resolved.
- 4. A PVC or Port can only receive one service credit during any one calendar month. PVCs that receive a credit for failure to meet Network Transit Delay or Frame Delivery Performance objectives will not be included in the calculation for Network Availability.
- 5. Only National Ports, National PVCs and Company-provided local access are eligible for SLAs.

## 3.10 National Frame Relay Service (NFR), (Cont'd.)

## 3.10.3 Terms and Conditions, (Cont'd.)

### B. General Exclusions

The following exclusions are not calculated in the SLA.

- 1. A service outage that is not supported by a Company trouble ticket.
- 2. New installation prior to acceptance by the Customer.
- 3. Scheduled maintenance window with prior notifications.
- 4. Force Majeure.
- 5. Any act of omission, fault or negligence on the part of the Customer, its contractors, or any other entity over which the customer exercises control or has the right to exercise control.
- 6. Any act or omission on the part of any third party with the exception of the Interexchange Carrier (IXC), Local Exchange Carrier (LEC), Regional Bell Operating Company (RBOC) or any Company agent or contractor contracted by the Company.
- 7. The first month of service for the particular service element.

#### C. Credits

If the specified objectives are not met within the specified time frames, a 10% credit of the discounted Monthly Recurring Charges for all affected ports and PVCs, not to exceed \$5,000, will be posted on the Customer's bill within two months of the Company's determination that the claim is valid. The credit will be applied to the appropriate elements affected by the outages (i.e. Ports, PVCs and Company provided local access).

#### 3.10 National Frame Relay Service (NFR), (Cont'd.)

#### 3.10.3 Terms and Conditions, (Cont'd.)

- D. Term Commitment Plans
  - 1. Minimum Service Period

The minimum service period for National Frame Relay Service is one year.

2. Termination Liability

If the Customer terminates service in whole or in part after the installation of the service but prior to completion of the service period, the Customer shall be obligated to pay the remaining months of the service period selected.

Termination Charge 'Remaining Months x Monthly Charge

#### 3.10 National Frame Relay Service (NFR), (Cont'd.)

#### 3.10.4 NFR Components and Rates

### A. NFR Revenue Pricing Plans

#### 1. Minimum Monthly Revenue Commitment

Monthly Revenue Commitment Plans are available for discounts based on the minimum revenue and term commitments selected by the Customer. The eligible NFR charges that will contribute to the Monthly Revenue Commitment Plan are the undiscounted Recurring Monthly charges for the following NFR components: National Ports, Non-US Ports, National PVC/CIR, International PVC/CIR. The Customer must commit to a period of either one, two, three, four or five years. The Customer must provide written notification to the Company to renew the original Revenue Pricing Plan at least sixty (60) days prior to the expiration of the contract. Upon expiration of the contract, the Customer will automatically receive service on a month-to-month basis and will be charged the standard monthly recurring charges.

### 2. Individual Case Basis (ICB) Arrangement

Customer specific prices will be made available to similarly situated Customers on a non-discriminatory basis.

ICB's will also be used for other NFR in the case of non-standard service periods, to provide additional discounts, and/or stabilization of rates over a contract life.

As part of an ICB arrangement, the Company may offer to stabilize NFR pricing rates over the life of the contract. In such an arrangement, the ICB monthly rate is guaranteed against Company initiated increases and will apply for the entire duration of the ICB contract.

In the event that an increase authorized by a regulatory agency is applied to the ICB price, the Customer may terminate the contract without incurring any termination liability charges.

### 3.10 National Frame Relay Service (NFR), (Cont'd.)

#### 3.10.4 NFR Components and Rates, (Cont'd.)

- A. NFR Revenue Pricing Plans, (Cont'd.)
  - 3. Early Termination Charge

When the Customer discontinues service under a Revenue Pricing Plan prior to the expiration of the commitment term, an Early Termination Charge will be assessed as follows.

If the Revenue Pricing Plan is discontinued prior to the completion of the first year of the contract term, the Customer is liable for 100% of the minimum monthly revenue commitment for the unexpired portion of the first year of the term, plus 50% of the minimum monthly revenue commitment for the remaining portion of the applicable term.

If the Revenue Pricing Plan is discontinued after completion of the first year of the contract term, the Customer is liable for 50% of the minimum monthly commitment for the remaining portion of the applicable term.

Early termination will not apply if the Customer enrolls in a new Revenue Pricing Plan with equal or greater revenue commitment and term commitment than the current plan.

Payment of the total amounts owed by the Customer under this provision is due as a lump sum within thirty (30) days of the date the plan is discontinued.

#### 3.10 National Frame Relay Service (NFR), (Cont'd.)

#### 3.10.4 NFR Components and Rates, (Cont'd.)

- A. NFR Revenue Pricing Plans, (Cont'd.)
  - 4. Replacement Service

If within sixty (60) days of the date the Customer issues its termination notice to the Company for a particular service, and the Customer orders replacement service, the Company shall waive the termination liability charges above for the service which was terminated by the Customer if the following conditions are met.

- a. When the replacement service is ordered by the Customer, such replacement service is specifically identified as being a replacement for the terminated service; and
- b. The monthly charges for the replacement service are equal to at least ninety percent (90%) of the monthly charges for the terminated service for which it is a replacement.

#### B. Promotions

From time to time, the Company may provide certain special promotional offerings to its Customers. These offerings may be limited to certain dates, time and locations.

### 3.10 National Frame Relay Service (NFR), (Cont'd.)

#### 3.10.4 NFR Components and Rates, (Cont'd.)

### C. Additional Nonrecurring Charges

#### 1. Expedite Charge

At the Customer's request, the Company may attempt to advance the due date of the order for the installation of a NFR Port to a new negotiated due date. If the new date is met, or if charges are assigned to the Company by providing partner(s), whether or not the requested improved installation date is met, the following nonrecurring charge applies in addition to all other applicable nonrecurring charges and charges passed through by the local exchange carrier for the access connection.

### 2. PVC/CIR Change Charge

The Customer may request to increase or decrease a PCV/CIR at any time after the service date. A PVC/CIR change charge applies for each change to a PVC/CIR.

#### 3. Change of Requested Service Date Charge

- a. If the Customer delays an order within five (5) calendar days immediately prior to the due date, a Due Date Change Charge will apply, regardless of the length of the delay. The Due Date Change Charge will apply in addition to all other applicable nonrecurring charges and any charges passed through by the relevant local exchange and/or IXC carrier(s) for provisioning the local access connection.
- b. If the Customer delays a due date by more than twenty (20) cumulative calendar days from the initial due date, the Customer will be billed for the service ordered commencing on the first day after the 20th cumulative calendar day.
- c. If the Customer is not ready on the due date and has not requested a delay prior to the due date, the service ordered will commence on the due date.

### 3.10 National Frame Relay Service (NFR), (Cont'd.)

## 3.10.4 NFR Components and Rates, (Cont'd.)

- C. Additional Nonrecurring Charges, (Cont'd.)
  - 4. Port Speed Change Charge

The Customer may request to increase or decrease port speed. A Port Speed Change Charge applies for each change. A change of the physical location of the Customer's premises that require a change to an existing Port connection is considered to be a disconnection and new installation of the Port(s) involved.

### D. Nonrecurring Charge Waiver

The Company will waive the Nonrecurring Installation Charge for new Business Customers who subscribe to a one (1) year minimum term commitment of this service. This waiver applies to nonrecurring charges for National Ports and Permanent Virtual Circuits (PVCs) and International Ports and PVCs. Customers who discontinue the Company's service prior to the expiration of their term commitment, or whose service is discontinued by the Company, will forfeit the credits associated with this waiver.

E. See Appendix A for current rates.

### 3.11 National Private Line (PL) Services

The Company's National Private Line Services are provided as a family of bandwidth and data services which link Customers' locations and provide voice, data, video and other transmissions. These services are provided between two Customer designated premises, between a designated Customer premises and a Point of Presence (POP), or between POP's provided by the Company.

#### 3.11.1 Services

#### A. DS0 Services:

DS0 Service is a high quality digital bandwidth service with transmission capabilities of up to 64 kbps. A DS0 channel provides the transmission of low-to-medium speed analog and digital channels.

DS0 Service includes Digital Data Service (56 kbps to 64 kbps), Analog Data Service (19.2 kbps), and Analog Voice Service (64 kbps for voice communications).

### B. Fractional DS1/T1 Service (FDS1)

FDS1 is a high quality digital bandwidth service that provides medium to high speed transmission. This Service supports contiguous bit rate services for simultaneous, two-way, digital transmission of voice, data, video, and image, and is available at the following contiguous bit rates:

- 128 kbps
- 256 kbps
- 384 kbps
- 512 kbps
- 768 kbps

#### C. DS1/T1 Service

DS1/T1 service is a high quality digital bandwidth service that provides high speed 1.544 Mbps transmission.

#### D. DS3/T3 Service

DS3/T3 Service is a high quality digital bandwidth service that provides high speed 44.736 Mbps transmission over fiber optic facilities.

#### 3.11 National Private Line (PL) Services, (Cont'd.)

#### 3.11.2 Regulations

#### A. Service Guarantee

The Company provides Service Guarantees for PL Service. If service is not restored within specified time frames, the Company will issue a credit for the PL Service circuit interruption.

#### 1. Performance Objective

The performance objective for PL Services from Customer's premises to Customer's premises is 99.96% circuit availability.

#### 2. Credit Allowances

If a particular service is interrupted beyond a specified time, an appropriate credit will be provided as set forth below.

For an interruption of four hours or more for each calendar day for a particular service, and if requested by the customer, the Company shall provide the customer with one (1) days credit for the particular service circuit recurring rates.

The credit shall be based on a pro-ration of the number of out of service days to the number of days in the month. As an example, six out of service days/thirty (30) days in a month is equal to a 20% rebate of the monthly charges.

### 3.11 National Private Line (PL) Services, (Cont'd.)

### 3.11.2 Regulations, (Cont'd.)

### B. Term Commitment Plans

The minimum service period for PL Services is one year. A subscriber to PL Services must select a Term Commitment Plan period ranging from one year to three years.

## C. Individual Case Basis (ICB) Arrangement

ICB's will be used for PL Services in the case of non-standard service periods, volume discounts and/or stabilization of rates over a contract life.

## D. Termination Liability

If the Customer terminates service in whole or in part after the installation of the service but prior to completion of the service period of a Term Commitment Plan or an ICB, the Customer shall be obligated to pay the remaining payments, i.e., the monthly charge times the remaining months of the service period selected, in a lump sum due upon termination of service.

### 3.11 National Private Line (PL) Services, (Cont'd.)

#### 3.11.3 Rates and Charges

#### A. Access Local Loop

If the Company provides the Access Local Loop facilities, the facilities will be billed at rates based on recurring and nonrecurring prices for such Access Local Loops as established by the LEC tariffs or other Carrier tariffs.

When the Local Access facilities are provided to the Customer by other Carriers, the Customer is responsible for all associated recurring and nonrecurring charges and for compliance with the providing Carriers' Terms and Conditions.

### B. Interoffice Channel (IOC)

The IOC is the dedicated transport and facilities between the Company POPs. The Company will waive the Nonrecurring Installation Charges for new Business Customers who subscribe to a two (2) year or three (3) year term commitment of this service. This waiver applies to the Inter-Office Channel (IOC) installation charges. Customers who discontinue the Company's service prior to the expiration of their term commitment, or whose service is discontinued by the Company, will forfeit the credits associated with this waiver.

### C. Term Commitment Discounts

Discounts apply to all recurring rate elements of the Company's National Private Line Service up to DS1 level for one, two and three year Term Commitment Plans.

### D. DS3 Term Commitment Discounts

Discounts apply to IOC and Access Coordination Monthly Recurring Charges of the Company's National Private Line Service for one, two and three year Term Commitment Plans.

E. See Appendix A for current rates.

#### **SECTION 4 - MISCELLANEOUS SERVICES**

#### 4.1 Directory Assistance

Directory Assistance provides to the Customer available published telephone numbers of switched voice telephone service subscribers based on name or name and address information provided by the Customer to the Directory Assistance operator. The Directory Assistance charge applies to each call by the Customer requesting Directory Assistance regardless of whether the Directory Assistance bureau is able to furnish the requested telephone number. Directory Assistance will provide the Customer with up to two telephone numbers per call. If the Customer should disconnect the call prior to being provided the two telephone numbers, the Directory Assistance charge is applicable. All applicable service charges and surcharges apply in addition to the Directory Assistance charge specified below. If the Customer receives an incorrect telephone number and notifies the Company, a billing credit for Directory Assistance charges shall be provided.

#### 4.1.1 Directory Assistance Rates

A. See Appendix A for current rates.

### 4.1.2 Directory Assistance Call Completion Rates

When the Customer elects to have the Company automatically place the call to the requested number, a Directory Assistance with Call Completion Charge applies in addition to the Directory Assistance Charge, and in addition to all other applicable charges such as charges to transport and terminate the call.

#### 4.2 Travel Card Service

#### 4.2.1 General

Optional Travel Card Service is available to Customers for originating telephone calls. Service is accessed by dialing the Company-designated access numbers or via Operator services. Travel Card Service is offered only to Customers with lines presubscribed to Company services. The applicable rates vary based on which Company service is selected by the Customer.

Travel Card Service is offered in three versions. 1) A version that offers calling anywhere, including to international locations and country-to-country calling, except to and from blocked countries; 2) a version that allows only domestic calling within the 50 United States and the District of Columbia, American Samoa, Guam, Puerto Rico, U.S. Virgin Islands and the Northern Mariana Islands; 3) a version that allows calls to a designated telephone number only. International termination and country-to-country calling are not available with Options 2 and 3.

#### **4.2.2** Rates

#### A. Usage Charges

1. Long Distance Message Telecommunications Service

Per Minute
See Appendix A for current rates.

2. Optional Calling Plans

**LDMTS** 

Per Minute

Month to Month

1 Year Term

2 Year Term

3 Year Term

See Current Rate Schedule
See Current Rate Schedule
See Current Rate Schedule
See Current Rate Schedule

### 4.2 Travel Card Service, (Cont'd.)

### 4.2.2 Rates, (Cont'd.)

### B. Per Call Charges

- 1. LDMTS Customers without specific See Appendix A for current rates. Travel Card Package
- 2. Optional Calling Plan Customers See Appendix A for current rates.

### 4.2.3 Operator Assistance

When the caller requires operator assistance to complete the call, charges as specified in Section 4.4.6 of this tariff will apply in addition to the rates listed above.

#### 4.3 Dedicated Access

When the dedicated access channel to access voice service is provided by the Company, the following rates apply.

Access Local Loop T-1 Access Facility ISDN PRI Facility Agency Coordination Term Commitment Plans

### 4.4 Operator Services

Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a Travel and/or Calling Card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used to bill the Company's services. The Company reserves the right to verify acceptance of charges prior to billing to a third party number.

- 4.4.1 Operator Services may be used by a Customer and by an Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Operator Station, Personto-Person, Collect, Third-Party, Calling Card, and/or Travel Card calls.
- 4.4.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component and a fixed per-call service charge based upon the type of operator service provided.
- 4.4.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.4.7 below.
- 4.4.4 The fixed per-call service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.4.6 below.
- 4.4.5 The Company reserves the right to validate the billing method of Customers through available Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

### 4.4.6 Per-Call Service Charges

The following Per-Call Service Charges apply in addition to the charges specified in Sections: 4.2 Travel Card, 4.4 Operator Services, and in addition to all other surcharges and fees, when applicable. When more than one service charge applies to the same call, only the higher of the two charges is applied. The following charges apply in all rate periods.

A. Intrastate Rates See Appendix A for current rates.

### 4.5 Operator Services Usage Charges

### 4.5.1 General Description

Calls are billed in one minute increments after an initial minimum call duration of one (1) minute. Any partial minute is rounded up to a full minute. There is no minimum monthly billing.

#### 4.5.2 Rates

The Customer is charged for actual usage for each call. Rates are based on the time of day rate period during which the call takes place and the duration.

See Appendix A for current rates.

### 4.6 Toll Free (e.g., 800-Type) Service Features

Unless otherwise specified below, the following optional features are available for all Toll Free service plans offered by Company in this tariff. Charges for specialized features, monthly recurring charges, and nonrecurring charges are set forth in the Company's federal rate schedules.

#### 4.6.1 Toll Free Directory Assistance Listing

See Appendix A for current rates.

#### 4.6.2 Enhanced Routing Plan Features

Area Code Routing - Calls to the same toll free number are directed to the terminating location based on the originating area code.

Area Code/Exchange Routing - Calls are routed by originating area code and exchange to terminate to multiple service groups or locations.

Call Allocation - Allows Customers to define the routing of calls to multiple service groups or locations on a percentage basis. The percentage is based on call attempts, not call completions.

Day of Week - Allows inbound calls to be routed to multiple service groups or locations on different days of the week.

Day of Year - Allows calls to be routed to multiple service groups or locations based on the date (month/day).

Time of Day - Allows calls to be routed to multiple service groups or locations based on a pre-defined time-of-day schedule.

Charges are based on the number of features added or changed for each Toll Free number.

### 4.6 Toll Free (e.g., 800-Type) Service Features, (Cont'd.)

### 4.6.2 Enhanced Routing Plan Features, (Cont'd.)

Command Routing Feature\*

Command Routing feature allows activation of alternate routing plans

#### 4.6.3 Origination Features

ANI Blocking - Allows a Customer to block incoming calls from specific telephone numbers.

Area Code/Exchange Selection - Allows a Customer to block incoming calls from specific areas codes (NPAs) and exchanges (NXXs).

Area Code Selection - Allows a Customer to block incoming calls from specific NPAs.

Extended Coverage - Allows a Customer to originate Toll Free calls from Canada.

#### 4.6.4 Termination Features

Dialed Number Identification Service (DNIS)\* - Allows a Customer to terminate two or more toll free numbers to a single trunk group and to receive digits to identify the specific toll free number that was dialed.

Overflow Service\* - Routes calls to a busy or out of service Dedicated Access Line (DAL) to an alternate switched or dedicated number.

Real-Time Automatic Number Identification \*- Provides a dedicated access Customer with the toll free caller's telephone number in real-time as the call is delivered.

\* No longer offered to new Customers.

### 4.7 Employee Concessions

No employee concessions are offered under this tariff.

#### 4.8 Special Promotions

Carrier may, from time to time, waive or vary the rates and charges associated with certain services for promotional, market research, or other similar purposes. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.

### SECTION 5 - OBSOLETE SERVICE OFFERINGS

### 5.1 Business Plan A

Plan A is available to existing Customers only. Existing Customers relocating within the state, or adding new locations, may continue under this Plan. Existing Customers adding new lines to their systems may do so under this Plan.

Business Plan A is offered to Business Customers for outbound direct dialed calling from presubscribed switched or dedicated Access Lines at one flat rate. Inbound (toll free) calling is also available for termination on switched or dedicated Access Lines. Travel Card and operator assisted calling are also available under this plan. Customers may select a one, two, or three year term commitment in order to obtain a lower rate. The International Savings Plan is available with this service.

### 5.1.1 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded up to the next increment.

Access Type/Call Type	Initial Increment	Additional Increment
Switched Access Dedicated Access Travel Card Operator Assisted	18 seconds 6 seconds 18 seconds 60 seconds	6 seconds 6 seconds 6 seconds 60 seconds

#### 5.1 Business Plan A

#### 5.1.2 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is \$100.00.

The early termination charge will apply under the following circumstances:

- 1. When the Customer disconnects their entire Account; or
- 2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

- 1. When the Customer disconnects their entire Account; or
- 2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

- 1. When the Customer's physical location changes, but the term plan is continued at the new location;
- 2. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- 3. When the Customer renegotiates the term plan for a longer term;
- 4. When the Customer returns to the Company and the same term length agreement as a result of a Winback program;
- 5. When the Customer moves from any grandfathered calling plan to FirmRate Plus, or to any calling plan with the same term length.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different Plan.

## 5.1 Business Plan A, (Cont'd.)

### 5.1.3 Usage Rates

Usage Rates are determined according to the Term Commitment selected by the Customer.

#### A. Switched Access Outbound Rates

#### Maximum

Term Plan Commitment				
Month toOne YearTwo YearThree YearMonthTerm PlanTerm PlanTerm Plan				
\$0.25	\$0.25	\$0.25	\$0.25	

#### Current

•	Term Plan Commitment				
Month to Month					
\$0.1350	\$0.1283	\$0.1215	\$0.1148		

### B. Switched Access Inbound (Toll Free) Rates

#### Maximum

	Term Plan Commitment				
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan		
\$0.25	\$0.25	\$0.25	\$0.25		

#### Current

	Term Plan Commitment					
Month to Month						
\$0.1350	\$0.1350 \$0.1283 \$0.1215 \$0.1148					

## 5.1 Business Plan A, (Cont'd.)

# 5.1.3 Usage Rates, (Cont'd.)

# C. Dedicated Access Outbound Rates

#### Maximum

	Term Plan C	Commitment	
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan
\$0,20	\$0.20	\$0.20	\$0.20

### Current

	Term Plan C	Commitment	
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan
\$0.1500	\$0.1425	\$0.1350	\$0.1275

# D. Dedicated Access Inbound (Toll Free) Rates

#### Maximum

	Term Plan C	Commitment	
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan
\$0.20	\$0.20	\$0.20	\$0.20

#### Current

Term Plan Commitment					
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan		
\$0.1500	\$0.1425	\$0.1350	\$0.1275		

#### 5.2 Business Plan B

Business Plan B is an optional calling plan offered to existing Business Customers at existing locations only for outbound direct dialed calling from presubscribed switched or dedicated Access Lines at rates which are dependent on the Customer's monthly usage guarantee (MUG) level. Inbound (toll free) calling is also available for termination on switched or dedicated Access Lines. Travel Card and operator assisted calling are also available under this plan. Customers may select a one, two or three year term commitment in order to obtain lower rates.

#### 5.2.1 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded to the next increment.

Access Type/Call Type	Initial	Additional
••	Increment	Increment
Switched Access	18 seconds	6 seconds
Dedicated Access	6 seconds	6 seconds
Travel Card	18 seconds	6 seconds
Operator Assisted	60 seconds	60 seconds

#### 5.2.2 Monthly Usage Guarantee

All intrastate, interstate and international usage charges and applicable surcharges billed to the Customer under this plan contribute towards meeting the monthly usage guarantee. In addition, feature charges, directory assistance charges, operator usage and surcharges, and monthly recurring charges are contributory to the monthly usage guarantee. Taxes, presubscribed line charges, carrier universal service charges, pay telephone use charges and other similar fees are not contributory. When the Customer's billing falls below the MUG in any full billing period, a shortfall charge will be applied which is equal to the difference between the Monthly Usage Guarantee and the actual contributory billing for that billing period.

### 5.2 Business Plan B, (cont'd)

#### 5.2.3 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is calculated by multiplying 35 percent (35%) of the Customer's Monthly Usage Guarantee multiplied times the number of months remaining in the term.

The early termination charge will apply under the following circumstances:

- 1. When the Customer disconnects its entire Account;
- 2. When the Customer selects a shorter term; or
- 3. When the Customer negotiates a reduction in their monthly spending commitment more than one level during a billing cycle.

The early termination charge will not apply under the following circumstances:

- 1. When the Customer's physical location changes, but the term plan is continued at the new location;
- 2. When the Customer negotiates the term plan for a longer term;
- 3. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- 4. When the Customer changes plan prior to 60 days of service;
- 5. When the Customer returns to the Company and the same term length agreement as a result of a Winback program;
- 6. When the Customer moves from the two year term on Plan B Service to a one or three year term on Plan D Service;
- 7. When the Customer reduces their term monthly spend level on level during a billing cycle; or
- 8. When the Customer has encountered extremely poor service, verified by higher management.

## 5.2 Business Plan B, (cont'd)

#### 5.2.3 Termination Liability

Once the Customer has reached the lowest Minimum Usage Guarantee level of Plan B, they may move to Plan C without incurring a penalty. The Customer must move to the same term commitment they subscribed to on Plan B.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different plan. If the Customer continues without changing, they will still be liable for the minimum usage guarantee to which they were originally subscribed.

### 5.2 Business Plan B, (cont'd)

### 5.2.4 Usage Rates

Usage Rates are determined according to the Term Commitment and Monthly Usage Guarantee selected by the Customer.

# A. Switched Access Outbound Rates

#### Maximum

Monthly Usage	Month to Month	One Year Term	Two Year Term	Three Year Term
Guarantee		00.00	¢0.20	\$0.20
\$100	\$0.20	\$0.20	\$0.20	
\$500	\$0.20	\$0.20	\$0.20	\$0.20
\$1,000	\$0.20	\$0.20	\$0.20	\$0.20
\$2,000	\$0.20	\$0.20	\$0.20	\$0.20
\$3,000	\$0.20	\$0.20	\$0.20	\$0.20
\$5,000	\$0.20	\$0.20	\$0.20	\$0.20
\$7,500	\$0.20	\$0.20	\$0.20	\$0.20
\$10,000	\$0.20	\$0.20	\$0.20	\$0.20
\$15,000	\$0.20	\$0.20	\$0.20	\$0.20
\$20,000	\$0.20	\$0.20	\$0.20	\$0.20
\$25,000	\$0.20	\$0.20	\$0.20	\$0.20
\$30,000	\$0.20	\$0.20	\$0.20	\$0.20
\$35,000	\$0.20	\$0.20	\$0.20	\$0.20
\$40,000	\$0.20	\$0.20	\$0.20	\$0.20
\$45,000	\$0.20	\$0.20	\$0.20	\$0.20
\$50,000	\$0.20	\$0.20	\$0.20	\$0.20
\$55,000	\$0.20	\$0.20	\$0.20	\$0.20
\$60,000	\$0.20	\$0.20	\$0.20	\$0.20

## 5.2 Business Plan B, (cont'd)

## 5.2.4 Usage Rates, (Cont'd.)

### A. Switched Access Outbound Rates, (Cont'd.)

#### Current

Monthly Usage Guarantee	Month to Month	One Year Term	Two Year Term	Three Year Term
\$100	\$0.1335	\$0.1268	\$0.1202	\$0.1135
\$500	\$0.1320	\$0.1254	\$0.1188	\$0.1122
\$1,000	\$0.1305	\$0.1240	\$0.1175	\$0.1109
\$2,000	\$0.1290	\$0.1226	\$0.1161	\$0.1097
\$3,000	\$0.1275	\$0.1211	\$0.1148	\$0.1084
\$5,000	\$0.1260	\$0.1197	\$0.1134	\$0.1071
\$7,500	\$0.1245	\$0.1183	\$0.1121	\$0.1058
\$10,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$15,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$20,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$25,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$30,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$35,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$40,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$45,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$50,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$55,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$60,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046

## 5.2 Business Plan B, (cont'd)

## 5.2.4 Usage Rates, (Cont'd.)

## B. Switched Access Inbound (Toll Free) Rates

#### Maximum

Monthly Usage	Month to Month	One Year Term	Two Year Term	Three Year Term
Guarantee				
\$100	\$0.20	\$0.20	\$0.20	\$0.20
\$500	\$0.20	\$0.20	\$0.20	\$0.20
\$1,000	\$0.20	\$0.20	\$0.20	\$0.20
\$2,000	\$0.20	\$0.20	\$0.20	\$0.20
\$3,000	\$0.20	\$0.20	\$0.20	\$0.20
\$5,000	\$0.20	\$0.20	\$0.20	\$0.20
\$7,500	\$0.20	\$0.20	\$0.20	\$0.20
\$10,000	\$0.20	\$0.20	\$0.20	\$0.20
\$15,000	\$0.20	\$0.20	\$0.20	\$0.20
\$20,000	\$0.20	\$0.20	\$0.20	\$0.20
\$25,000	\$0.20	\$0.20	\$0.20	\$0.20
\$30,000	\$0.20	\$0.20	\$0.20	\$0.20
\$35,000	\$0.20	\$0.20	\$0.20	\$0.20
\$40,000	\$0.20	\$0.20	\$0.20	\$0.20
\$45,000	\$0.20	\$0.20	\$0.20	\$0.20
\$50,000	\$0.20	\$0.20	\$0.20	\$0.20
\$55,000	\$0.20	\$0.20	\$0.20	\$0.20
\$60,000	\$0.20	\$0.20	\$0.20	\$0.20

# 5.2 Business Plan B, (cont'd)

# 5.2.4 Usage Rates, (Cont'd.)

# B. Switched Access Inbound (Toll Free) Rates, (Cont'd.)

#### Current

Monthly Usage	Month to Month	One Year Term	Two Year Term	Three Year Term
Guarantee			20.1000	CO 1125
\$100	\$0.1335	\$0.1268	\$0.1202	\$0.1135
\$500	\$0.1320	\$0.1254	\$0.1188	\$0.1122
\$1,000	\$0.1305	\$0.1240	\$0.1175	\$0.1109
\$2,000	\$0.1290	\$0.1226	\$0.1161	\$0.1097
\$3,000	\$0.1275	\$0.1211	\$0.1148	\$0.1084
\$5,000	\$0.1260	\$0.1197	\$0.1134	\$0.1071
\$7,500	\$0.1245	\$0.1183	\$0.1121	\$0.1058
\$10,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$15,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$20,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$25,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$30,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$35,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$40,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$45,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$50,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046
\$55,000 \$60,000	\$0.1230	\$0.1169	\$0.1107	\$0.1046

## 5.2 Business Plan B, (cont'd)

## 5.2.4 Usage Rates, (Cont'd.)

## C. Dedicated Access Outbound Rates

#### Maximum

Monthly Usage	Month to Month	One Year Term	Two Year Term	Three Year Term
Guarantee				
\$100	\$0.20	\$0.20	\$0.20	\$0.20
\$500	\$0.20	\$0.20	\$0.20	\$0.20
\$1,000	\$0.20	\$0.20	\$0.20	\$0.20
\$2,000	\$0.20	\$0.20	\$0.20	\$0.20
\$3,000	\$0.20	\$0.20	\$0.20	\$0.20
\$5,000	\$0.20	\$0.20	\$0.20	\$0.20
\$7,500	\$0.20	\$0.20	\$0.20	\$0.20
\$10,000	\$0.20	\$0.20	\$0.20	\$0.20
\$15,000	\$0.20	\$0.20	\$0.20	\$0.20
\$20,000	\$0.20	\$0.20	\$0.20	\$0.20
\$25,000	\$0.20	\$0.20	\$0.20	\$0.20
\$30,000	\$0.20	\$0.20	\$0.20	\$0.20
\$35,000	\$0.20	\$0.20	\$0.20	\$0.20
\$40,000	\$0.20	\$0.20	\$0.20	\$0.20
\$45,000	\$0.20	\$0.20	\$0.20	\$0.20
\$50,000	\$0.20	\$0.20	\$0.20	\$0.20
\$55,000	\$0.20	\$0.20	\$0.20	\$0.20
\$60,000	\$0.20	\$0.20	\$0.20	\$0.20

# 5.2 Business Plan B, (cont'd)

# 5.2.4 Usage Rates, (Cont'd.)

# C. Dedicated Access Outbound Rates, (Cont'd.)

### Current

Monthly Usage	Month to Month	One Year Term	Two Year Term	Three Year Term
Guarantee				
\$100	\$0.1500	\$0.1425	\$0.1350	\$0.1275
\$500	\$0.1500	\$0.1425	\$0.1350	\$0.1275
\$1,000	\$0.1500	\$0.1425	\$0.1350	\$0.1275
\$2,000	\$0.0900	\$0.0855	\$0.0810	\$0.0765
\$3,000	\$0.0895	\$0.0850	\$0.0806	\$0.0761
\$5,000	\$0.0890	\$0.0846	\$0.0801	\$0.0757
\$7,500	\$0.0885	\$0.0841	\$0.0797	\$0.0752
\$10,000	\$0.0880	\$0.0836	\$0.0792	\$0.0748
\$15,000	\$0.0875	\$0.0831	\$0.0788	\$0.0744
\$20,000	\$0.0870	\$0.0827	\$0.0783	\$0.0740
\$25,000	\$0.0865	\$0.0822	\$0.0779	\$0.0735
\$30,000	\$0.0860	\$0.0817	\$0.0774	\$0.0731
\$35,000	\$0.0855	\$0.0812	\$0.0770	\$0.0727
\$40,000	\$0.0850	\$0.0808	\$0.0765	\$0.0723
\$45,000	\$0.0845	\$0.0803	\$0.0761	\$0.0718
\$50,000	\$0.0840	\$0.0798	\$0.0756	\$0.0714
\$55,000	\$0.0835	\$0.0793	\$0.0752	\$0.0710
\$60,000	\$0.0830	\$0.0789	\$0.0747	\$0.0706

## 5.2 Business Plan B, (cont'd)

# 5.2.4 Usage Rates, (Cont'd.)

# D. Dedicated Access Inbound (Toll Free) Rates

### Maximum

Monthly Usage	Month to Month	One Year Term	Two Year Term	Three Year Term
Guarantee				
\$100	\$0.20	\$0.20	\$0.20	\$0.20
\$500	\$0.20	\$0.20	\$0.20	\$0.20
\$1,000	\$0.20	\$0.20	\$0.20	\$0.20
\$2,000	\$0.20	\$0.20	\$0.20	\$0.20
\$3,000	\$0.20	\$0.20	\$0.20	\$0.20
\$5,000	\$0.20	\$0.20	\$0.20	\$0.20
\$7,500	\$0.20	\$0.20	\$0.20	\$0.20
\$10,000	\$0.20	\$0.20	\$0.20	\$0.20
\$15,000	\$0.20	\$0.20	\$0.20	\$0.20
\$20,000	\$0.20	\$0.20	\$0.20	\$0.20
\$25,000	\$0.20	\$0.20	\$0.20	\$0.20
\$30,000	\$0.20	\$0.20	\$0.20	\$0.20
\$35,000	\$0.20	\$0.20	\$0.20	\$0.20
\$40,000	\$0.20	\$0.20	\$0.20	\$0.20
\$45,000	\$0.20	\$0.20	\$0.20	\$0.20
\$50,000	\$0.20	\$0.20	\$0.20	\$0.20
\$55,000	\$0.20	\$0.20	\$0.20	\$0.20
\$60,000	\$0.20	\$0.20	\$0.20	\$0.20

## 5.2 Business Plan B, (cont'd)

## 5.2.4 Usage Rates, (Cont'd.)

## D. Dedicated Access Inbound (Toll Free) Rates

#### Current

Monthly Usage Guarantee	Month to Month	One Year Term	Two Year Term	Three Year Term
\$100	\$0.1500	\$0.1425	\$0.1350	\$0.1275
\$500	\$0.1500	\$0.1425	\$0.1350	\$0.1275
\$1,000	\$0.1500	\$0.1425	\$0.1350	\$0.1275
\$2,000	\$0.0900	\$0.0855	\$0.0810	\$0.0765
\$3,000	\$0.0895	\$0.0850	\$0.0806	\$0.0761
\$5,000	\$0.0890	\$0.0846	\$0.0801	\$0.0757
\$7,500	\$0.0885	\$0.0841	\$0.0797	\$0.0752
\$10,000	\$0.0880	\$0.0836	\$0.0792	\$0.0748
\$15,000	\$0.0875	\$0.0831	\$0.0788	\$0.0744
\$20,000	\$0.0870	\$0.0827	\$0.0783	\$0.0740
\$25,000	\$0.0865	\$0.0822	\$0.0779	\$0.0735
\$30,000	\$0.0860	\$0.0817	\$0.0774	\$0.0731
\$35,000	\$0.0855	\$0.0812	\$0.0770	\$0.0727
\$40,000	\$0.0850	\$0.0808	\$0.0765	\$0.0723
\$45,000	\$0.0845	\$0.0803	\$0.0761	\$0.0718
\$50,000	\$0.0840	\$0.0798	\$0.0756	\$0.0714
\$55,000	\$0.0835	\$0.0793	\$0.0752	\$0.0710
\$60,000	\$0.0830	\$0.0789	\$0.0747	\$0.0706

#### 5.3 E-Values Plan Service

E-Values Plan Service is offered to Business Customers for outbound direct dialed calling from presubscribed switched Access Lines. This Plan is offered to Customers that order outbound long distance service via the internet. Inbound (toll free) calling is also available for termination on switched Access Lines. Travel Card and operator assisted calling are also available under this plan.

#### 5.3.1 Billing Increments

Access Type/Call Type	Initial	Additional
	Increment	Increment
Switched Access	18 seconds	6 seconds
Automated Travel Card	18 seconds	6 seconds
Operator Assisted	60 seconds	60 seconds

## 5.3.2 Usage Rates

### A. Switched Access Outbound Rates

<u>Maximum</u>

Rate Per Minute:

\$0.250

#### B. Switched Access Outbound Rates

Current

Rate Per Minute:

\$0.1350

# 5.4 FirmRate (formerly tariffed as Business Plan C)

FirmRate is offered to Business Customers for outbound direct dialed calling from presubscribed switched Access Lines at one flat rate. Inbound (toll free) calling is also available for termination on switched Access Lines. Travel Card calling are also available under this plan. Customers may select a one, two, or three year term commitment in order to obtain a lower rate. The International Savings Plan is available with this service. This service is no longer available to new Customers.

This plan is an add-on service to the interstate FirmRate plan. A Minimum Spend Level Charge applies to Customers subscribing to this plan as specified in the Company's interstate Product Guide. See <a href="https://www.verizonldregulatory.com">www.verizonldregulatory.com</a>.

#### 5.4.1 Billing Increments

The billing increment and minimum call duration of each call is determined by the access method selected by the Customer and the call type. Partial increments are rounded up to the next increment.

Access Type/Call Type	Initial Increment	Additional Increment
Switched Access Dedicated Access Travel Card Operator Assisted	18 seconds 6 seconds 18 seconds 60 seconds	6 seconds 6 seconds 6 seconds 60 seconds

### 5.4 FirmRate, (Cont'd.)

#### 5.4.2 Termination Liability

When the Customer terminates service under this plan prior to the expiration of the Customer's selected term commitment, a termination charge will be assessed. The termination charge is \$100.00.

The early termination charge will apply under the following circumstances:

- 1. When the Customer disconnects their entire Account; or
- 2. When the Customer selects a shorter term.

The early termination charge will not apply under the following circumstances:

- 1. When the Customer's physical location changes, but the term plan is continued at the new location;
- 2. When the Customer moves to a jurisdiction where the Company is prohibited from offering service;
- 3. When the Customer renegotiates the term plan for a longer term;
- 4. When the Customer returns to the Company and the same term length agreement as a result of a Winback program;
- 5. When the Customer moves from any grandfathered calling plan to FirmRate Plus, or to any calling plan with the same term length; or
- When the Customer moves from a one, two or three year term on FirmRate Service to Business Unlimited Long Distance.

At the expiration of the term commitment, the Customer will continue at the same commitment and usage rate unless they choose to make a change, either to a different term commitment/minimum usage guarantee or to a different Plan.

## 5.4 FirmRate, (Cont'd.)

### 5.4.3 Usage Rates

Usage Rates are determined according to the Term Commitment selected by the Customer.

## A. Switched Access Outbound Rates

	Term Plan C	Commitment	
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan
\$0.190	\$0.180	\$0.170	\$0.170

### B. Switched Access Inbound (Toll Free) Rates

	Term Plan Commitment				
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan		
\$0.190	\$0.180	\$0.170	\$0.170		

### C. Dedicated Access Outbound Rates

	Term Plan Commitment				
Month to Month	One Year Term Plan	Two.Year Term Plan	Three Year Term Plan		
\$0.1500	\$0.1425	\$0.1350	\$0.1275		

### D. Dedicated Access Inbound (Toll Free) Rates

	Term Plan (	Commitment	
Month to Month	One Year Term Plan	Two Year Term Plan	Three Year Term Plan
\$0.1500	\$0.1425	\$0.1350	\$0.1275

# 5.5 Business Block of Time Service (formerly tariffed as Business Plan F)

## 5.5.1 General Description

Business Block of Time Service is an optional calling plan offered for outbound direct-dialed 1+ interLATA interexchange voice calling to Business Customers who also subscribe to qualifying local services from their local exchange company as described below. Business Block of Time Service utilizes Customer-provided switched access lines that are presubscribed to the Company. To be eligible to receive this service, the Customer must demonstrate to the satisfaction of the Company at the time of subscription that he or she also subscribes to all qualifying local services and be subject to all restrictions regarding this service. This service is offered to both single line and multi-line customers subject to the restrictions noted below.

Business Block of Time Service offers 400 minutes per month of calling per account. The 400 minutes can be used for all interLATA 1+ interexchange direct dialed domestic calling calls, Toll Free service and Travel Card calls.

This plan is no longer offered to new Customers.

# 5.5.2 Qualifying Local Services

Customers must have both qualifying local services described below from their local exchange company to qualify for Business Block of Time Service. To qualify for Business Block of Time Service, the customer must subscribe to a qualifying business dial tone service, business exchange service or digital centrex plus services that include both:

- 1. Unlimited local exchange calling, and
- Unlimited IntraLATA toll calling.

Such qualifying local business plans must provide the unlimited local and IntraLATA calling for a flat rate monthly price.

### 5.5 Business Block of Time Service, (Cont'd.)

#### 5.5.3 Limitations of Service

Business Block of Time Service is not available with the following local/IntraLATA business services: FlexGrow type services, PBX trunks, ground start lines or trunks, ISDN services, remote call forwarding services, foreign exchange services, public telephone services, public access smart-pay lines, flexpath services, analog to digital conversion digital PBX services, WATS services or the equivalents of any such services.

Business Block of Time Service is only available to Customers who, at the time of service initiation, subscribe to twenty-five (25) or fewer qualifying business dial tone lines (voice grade or voice grade equivalent) from their local exchange company.

Customers may discontinue their enrollment in Business Block of Time Service at any time upon request to the Company. The Customer who discontinues or cancels the Company's service or the local exchange carrier's qualifying services or whose service is refused, canceled or discontinued by the Company under this tariff or by the local exchange carrier shall forfeit eligibility for rates under this plan.

The Customer who forfeits eligibility for this Business Block of Time Service and remains presubscribed to the Company's service will default to FirmRate Plus Service unless the Customer selects another Optional Business Service.

If the Customer uses this Service for non-eligible purposes, including but not limited to resale, three way calling, permanent internet connections, or autodialing, the Company may immediately suspend, restrict or cancel the Customer's service without advance notice. The Company may also adjust the charges to FirmRate Plus Service, described in Section 3.5, as a result of non-business use.

This calling plan is only offered where billing and system capabilities exist.

#### 5.5 Business Block of Time Service, (Cont'd.)

#### 5.5.4 Rates and Charges

#### A. Application of Charges

A Monthly Recurring Charge (MRC) is billed each month in advance and applies to the whole account presubscribed to the Company's Business Block of Time Service. A fixed allotment of qualified calling minutes is included in the MRC as specified below. The MRC applies in full each month regardless of whether or not the full allotment of minutes is used, except in the case of partial billing cycles. In the case of first and last month partial billing cycles, the MRC will be prorated based on the actual number of days the Customer had the service during the billing cycle.

Only charges for direct dialed outgoing voice minutes of use are covered under the MRC for this plan. All other charges for usage and services, including but not limited to, International calling, Directory Assistance services, Operator Assisted services, collect or person to person calls, 900, 700, 976 calls, calls to access information service, internet usage, fees and surcharges are not included as part of the MRC with this plan and will be charged separately.

Multi-line accounts will share the 400 minutes among all lines presubscribed to Business Block of Time Service. Partial increments are rounded up to the next increment. All calls are rated at 60 seconds for the initial increment, and 6 seconds for each additional increment.

#### B. Rates

Monthly Recurring	Minutes Allotted in	Additional Per
Charge	Monthly Recurring	Minute Charge over
	Charge	Allotment
\$40.00	400	\$0.070

Domestic Travel Card Surcharge

D 0 11	1 00 50
Per Call·	1 80.50
I CI Call.	1 40.50
L	 

#### **CURRENT RATES**

Pay Telephone Surcharge (Section 2.10)

Rate Per Call:

\$0.50

Long Distance Message Telecommunications Service (LDMTS) (Section 3.4)

Peak

Off-Peak

\$0.4000

\$0.4000

FirmRate Plus Plan, (Section 3.5)

Usage Rates are determined according to the Term Commitment selected by the Customer.

Switched Access Outbound Rates

Month to

One Year

Three Year

Rate Per Minute:

Month \$0.160

Term \$0.070 Term \$0.060

Switched Access Inbound (Toll Free) Rates

Month to

One Year

Three Year

Month

Term

Term

Rate Per Minute:

\$0.160

\$0.070

\$0.060

FirmRate Advantage Plan (Section 3.7)

Switched Access Outbound Rates

Month to

One Year

Three Year

Month

Term

Term

Rate Per Minute:

\$0.064

\$0.060

\$0.055

Switched Access Inbound (Toll Free) Rates

Month to

One Year Term Three Year

Month

164 \$0

Term

Rate Per Minute:

\$0.064

\$0.060

\$0.055

Issued: February 23, 2009

Effective: March 25, 2009

## **SimpleOptions (Section 3.6)**

### **Switched Access Outbound Rates**

Monthly Usage	Month to Month	One Year Term	Three Year Term
Guarantee			
\$50	\$0.1200	\$0.1140	\$0.1020
\$100	\$0.1200	\$0.1140	\$0.1020
\$250	\$0.1200	\$0.1140	\$0.1020
\$500	\$0.1200	\$0.1140	\$0.1020
\$1,000	\$0.1200	\$0.1140	\$0.1020
\$3,000	\$0.1200	\$0.1140	\$0.1020
\$5,000	\$0.1200	\$0.1140	\$0.1020
\$7,500	\$0.1100	\$0.1050	\$0.0940
\$10,000	\$0.1100	\$0.1050	\$0.0940
\$15,000	\$0.1100	\$0.1050	\$0.0940
\$20,000	\$0.1100	\$0.1050	\$0.0940
\$30,000	\$0.1100	\$0.1050	\$0.0940

<sup>\*</sup> Available to existing Customers only.

## SimpleOptions (Section 3.6), (cont'd)

## Switched Access Inbound (Toll Free) Rates

Monthly Usage Guarantee	Month to Month	One Year Term	Three Year Term
\$50	\$0.1200	\$0.1140	\$0.1020
\$100	\$0.1200	\$0.1140	\$0.1020
\$250	\$0.1200	\$0.1140	\$0.1020
\$500	\$0.1200	\$0.1140	\$0.1020
\$1,000	\$0.1200	\$0.1140	\$0.1020
\$3,000	\$0.1200	\$0.1140	\$0.1020
\$5,000	\$0.1200	\$0.1140	\$0.1020
\$7,500	\$0.1100	\$0.1050	\$0.0940
\$10,000	\$0.1100	\$0.1050	\$0.0940
\$15,000	\$0.1100	\$0.1050	\$0.0940
\$20,000	\$0.1100	\$0.1050	\$0.0940
\$30,000	\$0.1100	\$0.1050	\$0.0940

<sup>\*</sup> Available to existing Customers only.

## Switched Access Outbound and Inbound (Toll Free) Supplemental Discount

Term Level	Supplemental Discount
One Year	25%
Three Year	25%

# SimpleOptions (Section 3.6), (cont'd)

## **Dedicated Access Outbound Rates**

Monthly Usage	Month to Month	One Year Term	Three Year Term
Guarantee			
\$50	\$0.1200	\$0.1140	\$0.1020
\$100	\$0.1200	\$0.1140	\$0.1020
\$250	\$0.1200	\$0.1140	\$0.1020
\$500	\$0.1200	\$0.1140	\$0.1020
\$1,000	\$0.0900	\$0.0860	\$0.0770
\$3,000	\$0.0880	\$0.0840	\$0.0750
\$5,000	\$0.0850	\$0.0810	\$0.0720
\$7,500	\$0.0800	\$0.0760	\$0.0680
\$10,000	\$0.0790	\$0.0750	\$0.0670
\$15,000	\$0.0780	\$0.0740	\$0.0660
\$20,000	\$0.0770	\$0.0730	\$0.0650
\$30,000	\$0.0760	\$0.0720	\$0.0650

<sup>\*</sup> Available to existing Customers only.

Issued: February 23, 2009

Effective: March 25, 2009

### SimpleOptions (Section 3.6), (cont'd)

# **Dedicated Access Inbound (Toll Free) Rates**

Monthly Usage Guarantee	Month to Month	One Year Term	Three Year Term
\$50	\$0.1200	\$0.1140	\$0.1020
\$100	\$0.1200	\$0.1140	\$0.1020
\$250	\$0.1200	\$0.1140	\$0.1020
\$500	\$0.1200	\$0.1140	\$0.1020
\$1,000	\$0.0900	\$0.0860	\$0.0770
\$3,000	\$0.0880	\$0.0840	\$0.0750
\$5,000	\$0.0850	\$0.0810	\$0.0720
\$7,500	\$0.0800	\$0.0760	\$0.0680
\$10,000	\$0.0790	\$0.0750	\$0.0670
\$15,000	\$0.0780	\$0.0740	\$0.0660
\$20,000	\$0.0770	\$0.0730	\$0.0650
\$30,000	\$0.0760	\$0.0720	\$0.0650

<sup>\*</sup> Available to existing Customers only.

## **SimpleOptions Bundled Service Option**

Customers who satisfy all eligibility requirements set forth above shall receive a monthly discount of 5% on all long distance usage charges, including international usage charges, beginning immediately after purchasing qualifying services.

## **Business Unlimited Long Distance Service (Section 3.8)**

Monthly Recurring Charge, per line	\$30.00
------------------------------------	---------

Toll Free, per minute \$0.06

Domestic Travel Card, per minute \$0.36

### Bundled Service Option Rates and Charges

	Month to Month	One Year Term
Monthly Recurring Charge, per line	\$15.00	\$13.00
Toll Free, per minute	\$0.06	\$0.06
Domestic Travel Card, per minute	\$0.36	\$0.36

## FlexDistance Plan (Section 3.9)

Monthly	Month to Month Usage	1 Year Term	3 Year Term
Usage	Rate	Usage Rate	Usage Rate
Guarantee	Per Minute	Per Minute	Per Minute
\$24.00	\$0.060	\$0.057	\$0.051
\$40.00	\$0.057	\$0.054	\$0.048
\$65.00	\$0.055	\$0.052	\$0.047
\$150.00	\$0.053	\$0.050	\$0.045
\$300.00	\$0.051	\$0.048	\$0.043
\$500.00	\$0.048	\$0.046	\$0.041
\$750.00	\$0.047	\$0.044	\$0.040
\$1,000.00	\$0.046	\$0.043	\$0.039
\$1,500.00	\$0.045	\$0.042	\$0.038

## **Supplemental Discount**

Term Level	Supplemental Discount
One Year	25%
Three Year	25%

## **Directory Assistance (Section 4.1)**

Per Call

\$1.50

Directory Assistance Call Completion Rates

Per Completed Call

\$1.00

# **Travel Card Service (Section 4.2)**

Usage Charges

1. Long Distance Message Telecommunications Service

	LDMTS	Per Minute \$0.50
2.	Optional Calling Plans	Per Minute
	Month to Month 1 Year Term 2 Year Term 3 Year Term	\$0.3600 \$0.3400 \$0.3200 \$0.3100

### Per Call Charges

1. LDMTS Customers without specific Travel Card Package \$0.00

2. Optional Calling Plan Customers

\$0.00

#### Operator Assistance

Service charges apply to each completed call, in addition to the usage charges specified above.

When the caller requires operator assistance to complete the call, per call Service Charge rates as specified in Section 4.4.6 of this tariff will apply in addition to the rates listed above.

# **Operator Services (Section 4.4)**

Customer Dialed Calling Card Station	\$0.00
Operator Assisted Calling Card Station	\$3.45
Operator Assisted Station to Station:	\$4.00
Billed Collect: Billed to Third Party	\$4.00 \$4.00
Operator Assisted Person to Person	\$9.49
Operator Dialed Surcharge	\$0.50

# Usage Rates Per Minute:

### InterLATA

Pe	ak	Off-	Peak
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.5500	\$0.5500	\$0.5500	\$0.5500

## IntraLATA

Pe	ak	Off-	Peak
Initial Period	Add'l Period	Initial Period	Add'l Period
\$0.3300	\$0.3300	\$0.3300	\$0.3300

# Toll Free (e.g., 800-Type) Service Features (Section 4.6)

Per Toll Free Number, per month

\$20.00

**Enhanced Routing Plan Features** 

Charge per Toll Free number per routing plan, per feature node:

Nonrecurring Charge

\$10.00

Routing Plan Charges:

Monthly Charge, per Toll Free number

1-3 Routing Plans

\$10.00

4-99 Routing Plans,

Per routing plan

\$10.00

Command Routing Feature\*

Command Routing feature allows activation of alternate routing plans

Per Alternative Route Plan Activation:

Nonrecurring Charge

\$50.00

Issued: February 23, 2009

Effective: March 25, 2009

<sup>\*</sup> No longer offered to new Customers.

# Toll Free (e.g., 800-Type) Service Features (Section 4.6), (Cont'd.)

# Origination Features

Nonrecurring Charges:

ANI Blocking, per 1,000 ANI's	\$10.00
Area Code Selection	\$10.00
Area Code/Exchange Selection	
per NPA blocked at exchange level	\$10.00

# Termination Features

Nonrecurring Charges:

DNIS\*\*, per Toll Free Number \$10.00\*

Real-Time ANI\*\*, per Toll Free Number

\$10.00\*

Monthly Charges:

Overflow Service\*\*, per Toll Free Number

\$10.00

Issued: February 23, 2009

Effective: March 25, 2009

<sup>\* \$250</sup> cap per account

<sup>\*\*</sup> No longer offered to new Customers.

# National Frame Relay Service (NFR) (Section 3.10)

NFR Revenue Pricing Plans

## Applicable Discounts

Monthly Dovonia	One	Two	Three	Four	Five
Minimum Monthly Revenue Commitment	Year	Year	Year	Year	Year
Communent	Term	Term	Term	Term	Term
\$0.00 - \$2,000.00	3%	4%	7%	9%	13%
\$2,001 - \$5,000.00	3%	6%	9%	11%	15%
\$5,001 - \$10,000.00	4%	7%	11%	14%	17%
\$10,001 - \$15,000.00	5%	8%	13%	16%	19%
\$15,001 - \$20,000.00	6%	10%	15%	18%	21%
\$20, 001 - \$25,000.00	7%	11%	17%	20%	23%
\$25,001 and greater	8%	12%	19%	22%	25%

# National Frame Relay Service (NFR) (Section 3.10), (Cont'd.)

## National Port

Nonrecurring Charge, per National Port:

56/64 Kbps	\$350.00
128 Kbps-1.536 Mbp	\$550.00

# Monthly Recurring Charges, per National Port

Speed 56/64 Kbps 128 Kbps 192 Kbps 256 Kbps 384 Kbps 512 Kbps 768 Kbps 1024 Kbps	\$75.00 \$159.00 \$200.00 \$226.00 \$321.00 \$395.00 \$570.00 \$730.00
384 Kbps	•
512 Kbps	\$395.00
768 Kbps	\$570.00
-	\$730.00
1280 Kbps	\$870.00
1536 Kbps	\$1,000.00
4 Mbps	\$970.00
6 Mbps	\$1,160.00
10 Mbps	\$1,660.00
22 Mbps	\$1,910.00
45 Mbps	\$2,410.00

640 Kbps

# CURRENT RATES, (Cont'd.)

# National Frame Relay Service (NFR) (Section 3.10), (Cont'd.)

National Permanent Virtual Connections/Committed Information Rate (PVC/CIR)

Nonrecurring Charge per DLCI, CIR in Kbps:	\$50.00
Monthly Recurring Charge per DLCI, CIR in Kbps	
8 Kbps	\$11.00
16 Kbps	\$16.00
24 Kbps	\$20.00
32 Kbps	\$25.00
40 Kbps	\$30.00
48 Kbps	\$30.00
56 Kbps	\$40.00
64 Kbps	\$40.00
128 Kbps	\$70.00
192 Kbps	\$100.00
256 Kbps	\$130.00
320 Kbps	\$165.00
384 Kbps	\$195.00
448 Kbps	\$230.00
512 Kbps	\$270.00
576 Kbps	\$300.00
2 / O Kops	0005.00

Issued: February 23, 2009 Effective: March 25, 2009

\$335.00

# National Frame Relay Service (NFR) (Section 3.10), (Cont'd.)

National Permanent Virtual Connections/Committed Information Rate (PVC/CIR), (Cont'd.)

Monthly Recurring Charge per DLCI, CIR in Kbps, (Cont'd.)

704 Kbps	\$390.00
768 Kbps	\$400.00
832 Kbps	\$505.00
896 Kbps	\$544.00
960 Kbps	\$582.00
1024 Kbps	\$620.00
1088 Kbps	\$659.00
1152 Kbps	\$675.00
1216 Kbps	\$710.00
1280 Kbps	\$720.00

# National Frame Relay Service (NFR) (Section 3.10), (Cont'd.)

National Permanent Virtual Connections/Committed Information Rate (PVC/CIR), (Cont'd.)

Monthly Recurring Charge, (Cont'd.)

# Per DLCI, CIR in Mbps

	*** * * * * * * * * * * * * * * * * * *
2 Mbps	\$326.00
3 Mbps	\$382.00
4 Mbps	\$510.00
5 Mbps	\$637.00
6 Mbps	\$765.00
7 Mbps	\$892.00
8 Mbps	\$1,019.00
9 Mbps	\$1,147.00
•	\$1,274.00
10 Mbps	\$1,402.00
11 Mbps	\$1,529.00
12 Mbps	\$1,657.00
13 Mbps	\$1,784.00
14 Mbps	
15 Mbps	\$1,911.00
16 Mbps	\$2,039.00
17 Mbps	\$2,166.00
18 Mbps	\$2,294.00
19 Mbps	\$2,421.00
20 Mbps	\$2,549.00
21 Mbps	\$2,676.00
22 Mbps	\$2,803.00
22 Mobs	

# National Frame Relay Service (NFR) (Section 3.10), (Cont'd.)

Additional Nonrecurring Charges

**Expedite Charge** 

Per Expedited Port

\$500.00

PVC/CIR Change Charge

Per PVC/CIR Change

\$75.00

Change of Requested Service Date Charge

Per Delayed Port

\$150.00

Port Speed Change Charge

Per Port Speed Change

\$100.00

Issued: February 23, 2009

Effective: March 25, 2009

# National Frame Relay Service (NFR) (Section 3.10), (Cont'd.)

Virtual Ports (US based)

Speed	Band T
Speed 8 Kbps	\$6.00
16 Kbps	\$9.00
24 Kbps	\$18.00
32 Kbps	\$24.00
40 Kbps	\$30.00
*	\$36.00
48 Kbps	\$35.00
56 Kbps	\$35.00
64 Kbps 128 Kbps	\$65.00
•	\$100.00
192 Kbps	\$135.00
256 Kbps	\$175.00
320 Kbps	\$200.00
384 Kbps	\$250.00
448 Kbps	\$275.00
512 Kbps	\$300.00
576 Kbps	\$325.00
640 Kbps	\$350.00
704 Kbps	\$375.00
768 Kbps	\$420.00
832 Kbps	\$450.00
896 Kbps	\$490.00
960 Kbps	\$575.00
1024 Kbps	\$625.00
1088 Kbps	\$708.00
1152 Kbps	\$748.00
1216 Kbps	\$793.00
1280 Kbps	φ193.00

# National Frame Relay Service (NFR) (Section 3.10), (Cont'd.)

Virtual Ports (US based), (Cont'd.)

Cmand	Band T
Speed	\$50.00
2 Mbps	\$50.00
3 Mbps	•
4 Mbps	\$50.00
5 Mbps	\$50.00
6 Mbps	\$50.00
7 Mbps	\$50.00
8 Mbps	\$50.00
9 Mbps	\$50.00
10 Mbps	\$50.00
11 Mbps	\$50.00
12 Mbps	\$100.00
13 Mbps	\$100.00
14 Mbps	\$100.00
15 Mbps	\$100.00
16 Mbps	\$100.00
17 Mbps	\$100.00
18 Mbps	\$100.00
•	\$100.00
19 Mbps	\$100.00
20 Mbps	•
21 Mbps	\$100.00
22 Mbps	\$100.00
-	

# Private Line and Data Services (Section 3.11)

**DS0** Service

Per IOC:

1. Installation Charge

\$160.00

2. Monthly Charges

Mileage	Fixed	Per Mile
0-50	\$63.00	\$0.14
51-100	\$63.00	\$0.14
101+	\$65.00	\$0.12

# FDS1 Service

Per IOC - 128 kbps:

1. Installation Charge

\$160.00

2. Monthly Charges

Fixed	Per Mile
\$119.00	\$0.18
\$119.00	\$0.18
\$120.00	\$0.17
	\$119.00 \$119.00

# Private Line and Data Services (Section 3.11), (Cont'd.)

FDS1 Service (Cont'd.)

Per IOC - 256 kbps:

1. Installation Charge

\$160.00

2. Monthly Charges

Mileage	Fixed	Per Mile
0-50	\$134.00	\$0.36
51-100	\$134.00	\$0.36
101+	\$137.00	\$0.31

# Per IOC - 384 kbps:

1. Installation Charge

\$160.00

2. Monthly Charges

Mileage	Fixed	Per Mile
0-50	\$168.00	\$0.54
51-100	\$168.00	\$0.54
101+	\$203.00	\$0.45
101		

# Private Line and Data Services (Section 3.11), (Cont'd.)

FDS1 Service (Cont'd.)

Per IOC - 512 kbps:

1. Installation Charge

\$160.00

2. Monthly Charges

Mileage	Fixed	Per Mile
0-50	\$192.00	\$0.63
51-100	\$192.00	\$0.63
101+	\$244.00	\$0.56

# Per IOC - 768 kbps:

1. Installation Charge

\$160.00

2. Monthly Charges

Mileage	Fixed	Per Mile
0-50	\$226.00	\$0.85
51-100	\$226.00	\$0.85
101+	\$326.00	\$0.77
101		

Issued: February 23, 2009

# Private Line and Data Services (Section 3.11), (Cont'd.)

**DS1 Service** 

Per IOC:

Installation Charge

\$800.00

## Monthly Charges

Mileage	Fixed	Per Mile
0-50	\$234.00	\$1.81
51-100	\$216.00	\$2.66
101+	\$278.00	\$1.28

DS3 Service

Per IOC:

Installation Charge:

\$5,000.00

## Monthly Charges:

Mileage	Fixed	Per Mile
0-50	\$325.00	\$15.14
51-100	\$350.00	\$13.03
101+	\$400.00	\$11.69

Issued: February 23, 2009

# Private Line and Data Services (Section 3.11), (Cont'd.)

# **Term Commitment Discounts**

Service Period	Percent Discount Level
One Year Term	10%
Two Year Term	15%
Three Year Term	20%

# DS3 Term Commitment Discounts

Service Period	Percent Discount Level
One Year Term	5%
Two Year Term	7%
Three Year Term	15%

## **Access Connection**

# A Nonrecurring Charge applies for each Access Local Loop.

Circuit	Nonrecurring Charge per Access Local Loop
DS0	\$320.00
FDS1-128 Kbps	\$320.00
FDS1-256 Kbps	\$320.00
FDS1-384 Kbps	\$320.00
FDS1-512 Kbps	\$320.00
FDS1-768 Kbps	\$320.00
DS1	\$320.00
DS3	\$400.00

## Private Line and Data Services (Section 3.11), (Cont'd.)

**Access Coordination** 

A Recurring Charge applies for each Access Local Loop:

Circuit	Monthly Charge per Access Local Loop
DS0	\$ 25.00
FDS1-128 Kbps	\$ 75.00
FDS1-256 Kbps	\$ 75.00
FDS1-384 Kbps	\$ 75.00
FDS1-512 Kbps	\$ 75.00
FDS1-768 Kbps	\$ 75.00
DS1	\$ 75.00
DS3	\$400.00

## **Agency Coordination**

A Nonrecurring Charge applies for each Access Local Loop for which the Company acts as the Customer's agent:

Circuit	Nonrecurring Charge per Access Local Loop
DS0	\$100.00
FDS1-128 Kbps	\$100.00
FDS1-256 Kbps	\$100.00
FDS1-384 Kbps	\$100.00
FDS1-512 Kbps	\$100.00
FDS1-768 Kbps	\$100.00
DS1	\$100.00
DS3	\$100.00

# **Dedicated Access (Section 4.3)**

When the dedicated access channel to access voice service is provided by the Company, the following rates apply.

## A. Access Local Loop

Terms and conditions are the same as specified in Section 3.11 for National Private Line Services.

## B. T-1 Access Facility

Terms, conditions and rates are the same as specified for Access Connection in Section 3.11 for National Private Line Services.

## C. ISDN PRI Facility

Terms, conditions and rates are the same as specified for Access Coordination in Section 3.11 for National Private Line Services

# D. Agency Coordination

Terms, conditions and rates are the same as specified in Section 3.11 for National Private Line Services.

# E. Term Commitment Plans

Same as specified in Section 3.11 for National Private Line Services - 3.11.2 B. and 3.11.3 F.